APPENDIX

TO THE

JOURNAL OF THE HOUSE OF REPRESENTATIVES

OF THE

SECOND CALLED SESSION
OF THE FORTY-FIRST LEGISLATURE

Testimony Taken Before the Committee of the Whole
House in Investigation of Charges Against
Hon. J. T. Robison, Commissioner
of the General Land Office

Page 2 Blank in Original

APPENDIX.

Testimony Taken Before the Committee of the Whole House In Investigation of Charges Against Hon. J. T. Robison, Commissioner of the General Land Office.

MONDAY, JUNE 10, 1929.

In the House of Representatives of the State of Texas—In the City of Austin, Texas.

In the Matter of the Investigation of the Hon. J. T. Robison, Commissioner of the General Land Office.

Appearances.

For the Proponents:
Hon. Robert B. Allen, Sr., of Dallas, Texas;
Hon. Cal. T. Freeman, of Sherman, Texas.

For the Respondents:
Hon. Dayton Moses, of Fort Worth, Texas;
Hon. Lloyd E. Price, of Fort Worth, Texas;
Hon. E. F. Smith, of Austin, Texas.

H. D. Mahaffey, Austin, Texas; Hall Etter, Houston, Texas; Henry L. Gazley, San Antonio, Texas, Official Reporters.

Be it remembered, That on this the tenth day of June, A. D. 1929, in the House of Representatives of the State of Texas, the House sitting as a Committee of the Whole in an investigation of the Hon. J. T. Robison, Commissioner of the General Land Office of the State of Texas, the following proceedings were had, to-wit:

Thereupon H. D. Mahaffey and Hall Etter were duly sworn as official reporters for the House of Representatives, acting as a Committee of the Whole.

The Speaker: Now there is a question before the Committee for Judge Sinks, who has been appointed to pass upon the admissibility of the testimony, to rule upon, and after his ruling there may be an appeal from his ruling to the House. That is the understanding of the Chair.

Mr. Gilbert: Are these proceedings to be printed in the Journal?

The Speaker: At the election of the House they may. The only contract we have so far is for the reporters to furnish six copies of the proceedings within twenty-four hours after the session closes.

Mr. Gilbert: Are these to be mimeographed copies?

The Speaker: No, sir. The House may by resolution order the proceedings printed in the Journal.

I am going to call on Colonel Allen to present this question to Judge Sinks and to the House.

Before we begin, I want the employes not to be in the Hall of this House while the proceedings are going on, except such employes as are necessary to carry on the proceedings; and beginning with tomorrow I am going to ask that each member be at his seat while the proceedings are under way. We will have sufficient loud speakers, if they have them in Austin, to carry the voice of the witness. We cannot carry on this investigation if we have everything topsy-turvy from beginning to end. This afternoon strict conformity will not be required, because we do not have the loud speakers and do not have the set-up that we contemplate having later.

Mr. Allen: Mr. Speaker and Gentlemen of the House of Representatives—Having at the conclusion of a very lengthy trial through which I have just gone contracted a very severe cold, I will speak to you at this time under great difficulty. It has been thirty-four years since I had the pleasure, from my place in this House, of addressing the Speaker and addressing this House. Having served as a member of this body in 1895, I have felt a deep concern as to all those matters that looked to the upbuilding and development of this State, the uplifting and enlightenment of this people, and the preservation of the honesty and integrity of this government.

The matter on which you are sitting now as a Committee of the Whole is one of grave and serious import, for it involves the personal and official conduct of one who for nearly a quarter of a century has held high office in this State, and has enjoyed the respect and confidence of the people of Texas. And in entering into an inquiry of the matters that are now presented for your consideration I feel that the attorneys, as well as every member of this body,

is entering upon that inquiry and that investigation with an open and fair mind, determined to do justice to the people of this State, and to protect at the same time the rights and the character of the officers of this State.

I do not understand that Judge Freeman and myself have been retained by this body as public prosecutors. We have not accepted this employment with that end in view, and will not pursue that course. I do not understand that Judge Freeman and myself have been retained as the counsel and the attorneys for the proponents in this matter, but it is my understanding that we appear as counsel for the members of the House of Representatives of Texas; and it is from that understanding, and from that standpoint, that I shall act and speak to you throughout your entire deliberations.

Now Judge Freeman and I have only been retained today. We know practically little or nothing about the matter that will present itself for your investigation and your deliberation; and as counsel retained by you to aid and assist and help you in arriving at the facts, and in arriving at the truth, and in seeing justice done, it becomes essential and absolutely necessary that before this proceeding begins we have fair opportunity to inform ourselves as to the matters under investigation, and as to the issues and the facts that are to be presented to you, and to secure the attendance of the witnesses, and to supply the testimony that it is necessary to develop for your benefit.

At this time no witness in this world has been summoned on behalf of the proponents in order to detail and develop the facts before you as a Committee of the Whole. You have got your lawyers and you have got a matter under investigation, but you have got no witnesses here. And it is that difficulty that confronts you and confronts my associate and myself.

Now of course I would not accept a retainer to act in any matter of this kind, and we could not do it, either in justice to you or in justice to ourselves, or looking to the ends of justice, without being afforded a proper opportunity to secure the testimony that you ought to have laid before you for your aid and your help and your benefit.

Now, in order to expedite matters, there being no witnesses here on behalf of the proponents, and the burden being upon us as your representatives to develop the facts—they don't have to say anything, they don't have to develop anything, they don't have to prove anything, or open their mouths, until we have confronted them with something—we are going to present this question.

My good friend will tell you that he is ready, that his witnesses are here, more than 100 of them, and that they are anxious to begin. Of course, they are anxious to begin. They don't have to prove anything now. The burden rests upon us, acting as your representatives in developing the testimony for the proponents.

We of course cannot begin any hearing at this time, but we want to begin it as expeditiously as possible. In view of that fact, we all know that a committee of this House made an extended and careful investigation of the matters pertaining to the Land Office of this State and of the executive in charge of that Land Office. That committee, in a spirit of fairness, the fairness that always prompts the true American and the patriotic Texan, afforded Mr. Robison and afforded his counsel an opportunity at that time to be present with them, to hear the testimony of every witness, and to cross-examine every witness, and they not only afforded them that opportunity, but they then permitted them, as I understand, to offer any testimony that they saw fit to offer that would throw any light upon the transactions and would aid the committee and aid this House.

At vast expense, copies of the transcript and record of the testimony before that committee were provided, and we have them, and they have them. They have this advantage, that they have had an opportunity to read that transcript, and they want to proceed. Well, I don't believe they do. But we can't proceed until we have an opportunity to read it. Now they wanted to know when we would be ready to begin.

We cannot begin until we have read that transcript, a thousand and some odd pages, and even then we cannot begin unless we can use that transcript in the development of the facts and in the presentation of our case. I won't say our case, because I hope to God there may be no case, but I will say in a presentation of the facts and illustrating and developing conditions that exist in your Land Department.

Now they had an opportunity to cross-examine every witness that appeared before that advisory committee.

At the expense of the people of this State the testimony of every witness was preserved. It was testimony given under oath, the solemn sanctity of an oath, just as it would be given here, and just as it would be given in court.

You at this time, and during this proceeding, will not be sitting as a judicial body. Now please keep that in mind. You are not acting, and you are not proceeding at any time, as a judicial body or as a court, because you are not one. You men, as the representatives of the people of Texas, are endeavoring at this time, through this means and investigation, to arrive at the facts. For what purpose? In order to determine whether or not any charges will be filed against the head of your Land Department. That is all you are here for. You occupy the position of an inquisitorial body. You will be acting and investigating here under the guidance of a very learned judge, very much as a grand jury would act; and these gentlemen are here, as citizens of Texas, through your courtesy, and out of your desire to be fair and to be cautious in acting upon a matter affecting the character of one of the executives of this State.

You show your fairness. You show your honesty of purpose. You show your determination to do no wrong, by inviting them to be here, to have their client here, to hear the facts that are developed here. You propose to offer them the opportunity to cross-examine every witness who comes here, and then you propose to hear them in argument. But I say this, that this should not be a technical proceeding. If there should be any charges filed, if an impeachment should lie, and you should impeach the Land Commissioner, then that issue is tried before the Senate of this State. They will sit as a court, as a judicial body, and they will be governed by the strict rules of evidence, and the trial will conform to those rules.

But I say this, that if I, or my associate, or any one of these gentlemen, at any time, who are here merely by your courtesy, should undertake to muddy the waters or to delay the proceedings, we should forfeit our right to be here; and that in arriving at the truth you ought to arrive at it, so far as this investigation is concerned, in a fair and in the most expeditious manner possible, on account of the short time you will be in session, and because necessarily, if any charges should result, it will drag over into another called session.

Now, that being true, do you suppose if a grand jury was investigating a case, and the prosecuting attorney had taken down the testimony of all the witnesses, even without the defendant being there, and without his counsel being there, and every one of those witnesses was sworn before a notary public, do you know of any grand jury on earth that would not permit those affidavits to be introduced before them, in order that they might know what the witnesses swear to, and what the witnesses know, and what the witnesses will say? Certainly not.

You are not sitting as a court. You are sitting as an inquisitorial body, to learn the truth, to find out the facts, to inform yourselves as to the conditions, and in doing that, in view of the fact that this testimony is available promptly, and that it is reliable and worthy of consideration, it ought to be admitted before this body, sitting as a Committee of the Whole, who are not trying a case, but who are determining whether or not charges will be filed.

Well, let us see if there is any injustice that could result from that. Suppose I wanted to file a charge against one of my reporter friends sitting at that table down there. I would go up to the district attorney's office, or the county attorney's office, and I would sit down and tell him what I wanted to, and he would take my affidavit, and he files his information on my affidavit. That is done daily. That is done all the time. Any injustice in that?

Now, we have the sworn testimony that you gentlemen have taken before one of your committees, every witness under oath, every question taken down, and every answer attached to it. Now, then, at this hearing we have no witnesses here, and we are not ready to proceed. If we can be permitted to use that transcript—of course, I know we will be permitted to do that. Counsel won't agree to it. That is rather surprising to me. Just why the excellent gentlemen won't agree to it I do not know. I think a whole lot of my friend Moses, but it is a mighty hard matter to get my good friend to agree to things. He won't agree to that. He wants us to bring every witness here, at vast expense to the public, even though they have already been here, and he and his counsel have had the opportunity to cross-examine them and have their testimony taken down.

Now we are appealing to you as members of the Committee of the Whole, not

sitting as a court, but as investigators, as patriotic men seeking the truth, to permit us to reproduce the testimony from that record.

All right, we want to be fair about it. We don't want to get it without the privilege being accorded to them. They introduced witnesses at the hearing. We want to give them the privilege of reproducing any testimony that they want to reproduce, just the same as it is given to us.

Now, if you will do that, then your counsel whom you have retained may be able to begin this proceeding about Thursday morning. We have got much reading to do to inform ourselves. I am sure Mr. Smith agrees with me, one of the respondent's counsel, that it would be impossible for us to begin sooner than that, and we cannot be ready then, but in order not to delay you, and in order to expedite the matter, we think maybe we will be able to begin then. We cannot do it unless we can use this transcript.

Now, it is right to use the transcript. It is just to use the transcript. There is no law, there is no rule in this world, that says that a body of investigators seeking to determine whether or not it is right to file charges, to file a complaint, there is no law in this world that says you cannot do it. No injustice would be done, and I take it that the members of this House, sitting as a Committee of the Whole, will permit us to use that transcript and use that record.

Now, if you do not do that it places my associate and myself in this attitude: We are not anxious for this employment. I want to say that to you good men. We did not want this employment. I assure you of that. But we are here, and we are going to serve you earnestly and faithfully, as God helps us to do it, and do right. Now, if we can't use the transcript, we have got to get the witnesses here, and none of them have been summoned. We don't know where they are. We don't know whether we can get them here; and to refuse to let us use the transcript endangers the entire proceeding and investigation, in so far as it will enable you men to protect the interests of the people of this State, and, if they are involved, to protect the interests of the head of one of your departments. If you do not let us use this transcript, there is no chance for us to begin this proceeding this week. I am telling you now, as one of your counsel, because if we cannot help you, and if we cannot aid you, and if we cannot get the witnesses, then we do not want your retainer, because we would not be able to render the service you have retained us to give you.

If I defend a man in a murder case, and he is convicted and the case is reversed and he is tried over, and I am representing the defendant, I can take the transcript of the testimony of the witnesses on the preceding trial and introduce it in that case. Now the State of Texas cannot do that. Why? Because the Constitution, the fundamental law, provides that in all criminal cases every man must be confronted with his accusers; and hence, the State has to confront a man with a witness. But the defendant does not have to do so. He can take the transcript and prove it up and reproduce the testimony of any absent witness, and I have done it many, many times, and so has my good friend. I am just saying there is nothing wrong about this proposition. I have shown you that the ends of justice would be subserved, and I have shown you that it would expedite this investigation.

Now, this proposition: The complete transcript is at hand, some half-dozen copies. We have two, the Speaker has one, and I understand they have one. They may have more than one. So there are four copies extant. Our proposition is that in this inquisitorial body, not sitting as a court, but as investigators to inform themselves of the conditions that exist in the Land Department of this State, as to the transactions that have been had in that Department, either side be allowed to reproduce from the transcript the testimony of such witnesses as they care to use. There will be some we will want, and I am sure some they will want. Our proposition is that either side be permitted to do that, and then that either side be permitted to supplement that with any testimony it may have that will aid and benefit and help you in arriving at the truth.

I presume we will have the right, Your Honor, to conclude this discussion.

The Speaker: There has been no agreement as to who shall conclude, but I take it that counsel for the proponents will have the right to conclude this discussion.

Now we will hear from counsel for the respondent, Judge Dayton Moses, next.

The Chair requests that each speaker call out his name for the benefit of the reporter.

Judge Dayton Moses.

Mr. Moses: Mr. Chairman and Judge Sinks, thirty-eight years ago I came to the city of Austin as a Land Office clerk. I got acquainted with J. T. Robison in 1893, when he was a member of the Legislature from East Texas. The first five months that he served in the General Land Office, beginning the middle of January, 1895, I worked as a clerk by his side. He was my friend then, and he has been my friend throughout all these years.

The purpose of this investigation is to determine whether or not in your judgment there is sufficient evidence showing that Commissioner J. T. Robison is guilty of high crimes and misdemeanors of such a nature as that in all human probability in a trial before the Senate he would be convicted of these charges.

Counsel for the House did not make quite clear our position. We are ready to go. We have been ready to go ever since the House adopted this resolution. We are not insisting, however, and we did not at the conference held with these gentlemen this afternoon, that they should be forced into a hearing of this matter until they had had a reasonable length of time in which to familiarize themselves with the facts of these matters that they would seek to develop before this House in this proceeding. There is no quarrel between those gentlemen representing the House and those of us representing the Commissioner in that regard.

We do not agree with counsel that the testimony introduced before this committee should be used in this investigation. I do not know even the names of all of them. They are members of this House. Some of them I know are my warm personal friends. But the committee that heard that testimony was not limited to membership of the House; and I dare say, gentlemen, there is not ten per cent of the membership of the House who have read the transcript of the testimony. You have been too busy with other matters to take the time to read that testimony.

It may be that the gentlemen who served on that committee have a clear idea and opinion in their minds as to the bias or prejudice, if any, there exists on the part of any of those witnesses who testified, and the members of the committee doubtless have fixed opinions in their minds as to the credibility of those witnesses. I don't know who they were. It is true that Mr. Smith, of counsel for Mr. Robison, was there, and I am willing to admit that in all human probability he conducted Mr. Robison's side of the investigation better than Senator Price or I could, but I know nothing about it.

But, gentlemen, this is a serious matter. It is a criminal proceeding, and you can't make anything else out of it. That was firmly and definitely settled by the ruling of Senator Dean, presiding officer of the Senate, in the Ferguson impeachment trial. You can't afford to make a mistake. It is true I am biased. I am biased because my friend is charged with wrongdoing. I am biased. I don't believe he is guilty, but it is not for me to say. It is for you to answer that question.

Now it happened, gentlemen, that a great many years ago I served as a public prosecutor in Texas, elected county attorney three times and district attorney seven times. There is no halo around my head. I claim no authority that is not possessed by every member of this House, but I saw years ago injustice done, finding indictments by grand juries against men, charging them with felonies, when there was not sufficient evidence to justify a trial, much less a conviction; and as best I could I adopted this rule: I was there as district attorney to do as I chose to do, because nobody ran against me, and if I were to lie down tonight and die I could face my Maker with the consciousness that I never asked a jury of men in my life to send any person to the penitentiary when I would not have been willing to do so if I were a member of the jury.

A haphazard investigation here. Take the testimony of men introduced before a small committee of the House. You are the ones to pass upon their credibility and the weight to be given their testimony. How are you going to do it unless you can look in their faces and see the whites of their eyes? Adopt articles of impeachment accusing this man of high crimes and misdemeanors. He goes over to the Senate. We go over there with him. Suppose the Senate finds that in their judgment, upon their oaths, that the testimony is not sufficient to disgrace him and remove him from office. Ladies and gentlemen of the House, that does not wipe away the stain.

When I was a clerk in the General Land Office under the friend of my father, Colonel McGaughey, there was an investigation before the House, in 1893, and a lot of testimony was offered

of a hearsay nature. It was crucifying. We went over to the Senate. I do not remember exactly now what the votes were, but my recollection is that the largest number of votes to find Colonel McGaughey guilty did not exceed eight or ten.

Now, gentlemen, I would not stultify myself or insult you when this hearing is completed, if the facts are developed, and I think they ought to be developed from witnesses whom you have an opportunity to look in the face, and show that Mr. Robison is guilty of high crimes and misdemeanors, I would not ask you to stultify yourselves and violate your oaths and vote not guilty unless, based on your conscience, you could cast that kind and character of vote.

Let me tell you one little personal matter. When I was elected district attorney in 1902 a man by the name of Clarence Martin was elected district judge. For twelve years he presided over the district court in the Thirty-third District. I traveled with him, slept in the same room with him, even slept in the same bed with him. There never was a time during those twelve years that I ever had any doubt about the honesty of character of Clarence Martin as a just and upright judge.

During the war, in this city, a partisan attorney for the government of the United States, and he ought to have been ashamed of himself for doing it, caused a grand jury to indict that man for fraudulent use of the mails, almost as disgraceful a charge as if he had been accused of seduction, denied the right of confronting any person before the grand jury and explaining those matters.

When they indicted him I came here. Many of his other friends came here. We announced ready for trial when the government did. He was tried and acquitted. Honorable Duvall West, who presided over that court, told one of my associates, Victor L. Brooks, that Clarence Martin had violated, in his opinion, no law of the land, nor had he violated the ethics of the profession.

Today, in forty miles of this Capitol, that man is living on a little farm, broken-hearted, crushed. A verdict of not guilty didn't wipe out the stain of a charge of that character, no more than you can wipe ink stains out of a muslin dress.

I may have too much feeling in this matter because of my friendship for Jim Robison. We don't want to delay. We want to give these gentlemen all the time that they need, but let us have the witnesses in the flesh. We didn't start this thing. If it is true that J. T. Robison should be removed from office, then it doesn't make any difference how much money it would cost, because the State of Texas ought to spend it for a fair consideration of the facts, hearing the testimony of the witnesses, judging of their credibility as witnesses in this proceeding, and if, after a fair consideration, you gentlemen believe that it would be unjust, inhuman to this old man and to his family to brand him as a man guilty of high crimes and misdemeanors, a man who had violated the sacred trust the people of Texas had reposed in him, great God, gentlemen, Texas is too big, and too grand and too just to stop at the spending of money, if by so doing you will vindicate the character of a just and an upright man.

I understand the precedure will be that this matter will be passed upon by Judge Sinks, and then after his decision an appeal may be taken from his decision to the House.

Now let's see about those witnesses. I have been furnished by my associate, Mr. Smith, with a list of the witnesses produced by Mr. Petsch and the committee, and their addresses, who live outside of Austin. They are:

J. C. Davis, Dallas;
N. R. Morgan, Lamesa;
R. W. Hanaway, Dallas;
R. L. Holliday, El Paso.

Everybody knows Bob Holliday, a splendid gentleman, a member of the Board of Regents of the University. Likely this testimony was with regard to something of that character. These witnesses can be gotten here. You can bring any of them here within twenty-four hours. You can get every one of these witnesses here by next Thursday, and we are perfectly willing that the matter may be postponed until Thursday.

I understand from Judge Smith that in the investigation of the Land Office the rules of evidence were not strictly adhered to. Hearsay evidence was offered, perhaps, on both sides. I don't know. But we are going to beg of you—we have no right to demand—that in the investigation of this case, in view of the fact that the testimony will be published daily and go out to the world, that this proceeding be run according to the rules of evidence. It is a criminal proceeding. We believe this House, as a matter of fairness to Mr. Robison, as a matter of justice to

him and fairness to yourselves, should insist that no testimony be offered and made a part of this record that should be inadmissible or objectionable if he was on trial before the Senate.

Now with these statements, gentlemen, I hope that that part of the request of counsel for the House be denied, and we respectfully ask Judge Sinks to hold that that testimony is not admissible. We are not going to agree to it. If you decide otherwise, we will of course have to bow to your decision; but, for the reasons stated, we hope that that request with regard to the transcript be not adopted by the House.

The Speaker: Any of the other counsel for respondent desire to be heard?

Mr. Smith: No further argument.

The Speaker: Judge C. T. Freeman, counsel for the proponent.

Mr. Freeman: Judge Sinks, Ladies and Gentlemen of the House—I shall consume but a moment of your time. The respective positions of counsel for the House and the respondent have been stated, I think, clearly and fairly. The question Judge Sinks will pass upon, as I understand, is whether or not the testimony taken before the committee will be admitted in evidence, subject to such rulings as may be made if the witness were personally present and offered as a witness.

This is an inquisitorial proceeding, as Judge Allen has explained, and the purpose of it is to get at the truth of the transaction for the purpose of enabling you to say whether or not Mr. Robison shall be tried before the Senate court of impeachment.

We ask you to do this, first, because the testimony is under oath; second, it has been correctly transcribed; third, it is in such form that the House can readily grasp the knowledge of the respective witnesses. It will save several days of your time. I understand you desire to transact other public business, so far as you are able, after giving proper attention to this.

In this inquisitorial proceeding, where you will not be charged by a court, and where you will be hearing the evidence, and expressing yourselves from information you gain in this way, we think it is just and fair, and a lawful and proper way of presenting the issues which you are to determine. The request we make is that you permit us to substitute the transcript of the testimony for the consideration of the House, the same as if the witnesses were personally present, and under such rulings as will be made as to its admissibility. That applies to both sides, and we invoke your ruling, Judge Sinks.

The Speaker: We will hear Judge Sinks, the Presiding Judge.

Judge Sinks: Gentlemen of the House—This matter has been presented here, you have heard counsel, and understand it. As a matter of course, all lawyers know that the State, if it were a trial in the district court, could not introduce testimony of that character. But this, in my judgment, is an altogether different proposition. It is merely an action before a grand jury.

Now, if Mr. Robison and his counsel had not been present when that testimony was taken and permitted an opportunity to cross-examine every witness offered, I would unhesitatingly hold, not just as a mere matter of law, but as a matter of justice, that no part of that testimony could be read before you; but inasmuch as he had all the opportunity of being there himself and by counsel, and having the witnesses subject to cross-examination, I think, as this is a grand jury proceeding, we should and ought to receive any testimony that is in that transcript, and have it read; subject, of course, to objections that might be made. That would apply to witnesses for Mr. Robison and witnesses for the proponent.

This is a case where we are not sitting as a court, as counsel has told you. We are sitting merely as a grand jury, and testimony of that sort has often been used before a grand jury when they could not conveniently get the witnesses, but had the testimony taken down; and the grand jury took it for the purpose of passing on whether or not an indictment should be found. That is all that there is for this body to pass on, whether charges should be preferred and presented to the Senate.

My ruling, then, will be that either party may use this record, subject to any legal objections to the testimony.

Mr. Hornaday: Mr. Speaker, is the method of procedure that a member of the House may appeal from the ruling made by Judge Sinks?

The Speaker: The Chair does not have any precedent to go by, but the Chair is going to hold that any member may appeal from the ruling of the Presiding Judge.

Mr. Hornaday: Mr. Chairman.

The Speaker: The gentleman from Cameron.

Mr. Hornaday: Mr. Chairman, Judge Sinks, Ladies and Gentlemen of the House—I regret that I so feel the

necessity of taking an appeal from Judge Sinks' ruling at this early stage of the procedure. However, I wish to emphasize and call your attention to some of the remarks made by Mr. Moses which peculiarly impressed me, as I believe they emphatically impressed you; and that is that this is something more than a sitting of a group of grand jurors, for the man's reputation is at stake.

It is a matter in which this House should go cautiously, silently and with much meditation. I take it that it is of such kin in its serious effect that it may absolutely be likened to a trial itself in the courts of this State; and while in the true sense of legal jurisprudence it is not a trial, yet in its serious nature, in its seriousness, I take it that we should hedge about it all the guaranty of that sacredness of character to which every individual is entitled, as much so as if it were in the courts of our land.

As the gentleman has pointed out, one of the most sacred provisions of the bill of rights, one which Anglo-Saxons, which Americans, have always adhered to most strongly, is the rule of confrontation to which the gentleman referred, that is the rule that any man under accusation must be confronted with his accusers. That rule is guaranteed by the Constitution, in the bill of rights, that the man under accusation, under cloud, under threat of having his character destroyed, shall have the right of having the witnesses confront him who speak against his character.

Now, there is that element emanating from a witness which we know as demeanor evidence, described by the gentleman here. You want to know what you are doing. You want to be reasonably sure that there will be sufficient evidence to secure a conviction. You know, gentlemen, the effect of this when it goes across from this House to the Senate. It spells disgrace for this old silver-haired Land Commissioner, who has served this State for twenty-five years. You want to see the conduct of these witnesses.

Gentlemen, I was constrained to believe, from the addresses of those gentlemen who are asking for this canned testimony, this canned stuff, that there must be about 150 of those fellows from the far-flung corners of the State, and when the facts were known there were four, two or three of them from Dallas, and one gentleman from Lamesa, in Dawson county.

We want those gentlemen brought here. While the ruling may be legally and technically correct, in order that justice may more sacredly be done you want these four or five gentlemen brought here.

Gentlemen, Mr. Moses remarked that something in the nature of the rules of court procedure should be adhered to. If you will read Section 2 in the original House Journal of the resolution in which this committee was provided for, you will find:

"That said committee shall have power to formulate its own rules of procedure and evidence." You will find that on page 238 of the House Journal, "And to provide for its own hours of meeting and adjourning."

I don't know what rules they adopted, or whether Mr. Robison knew of those rules, or what they did about it.

"Said committee shall sit in the Capitol at Austin during its sessions, and sessions of said committee shall be open to the public, except at such times as the committee, by a majority vote, may determine to hold an executive session."

Now, in your executive sessions, I don't know what was done, or how many were held, but was J. T. Robison there? Was he entitled to representation at all hours at which it met? It may have been that he was there at all times other than the times when it held executive sessions, but at the executive sessions neither J. T. Robison nor his attorney were there. Ye gods, the injustice that could be done under that resolution.

After all is said and done, gentlemen, this is one of the important matters that this House has to pass upon. It is up to you to deal honorably and sacredly with the character of J. T. Robison. I take it that the only difference between us is between having those four witnesses come here, or else taking their canned testimony and denying us the opportunity of seeing the expression on their faces when they answer the cross-examination of Dayton Moses, and when they are cross-examined by the attorneys who are here as your attorneys. You want them cross-examined by your attorneys.

Let us proceed cautiously. Let us do everything that can be done in harmony with the principles of right and justice, to the end that a man's character may not be unnecessarily and unjustly destroyed.

And with all deference and due respect to the venerable sage from Giddings, I am constrained to appeal from

the ruling, with the thought only in mind that these four or five witnesses may be brought here to confront you. With all due deference to the sage of Giddings, I respectfully appeal from his ruling.

The Speaker: The question is whether the ruling of the Presiding Judge shall be sustained.

Mr. Chastain: Mr. Speaker.

The Speaker: The gentleman from Eastland.

Mr. Chastain: Mr. Speaker, why have all this hearing here? If we are going to use the record, why not pass it out of here, and dismiss these attorneys, and dismiss this whole proceeding?

Mr. Speaker, I never saw Jim Robison in my life until I came to this Legislature. I never had any business with him in my life. I was never in the Land Office but about once in my life.

But I want to say here this evening that I want to render justice to this great State, and if Jim Robison is guilty of misconduct, if he is guilty of stealing and appropriating more than $30,000 of the State's money to his own use and benefit, I will be one of the first men, when I am convinced of that, to send him over yonder, and let them send him from that office in shame and disgrace.

But, so help me God, I will never let a proceeding of this kind go by without raising my voice, even in defense, as I have said once in this House, of a cornfield negro.

Now, are we going to have these men here so we can look them in the whites of their eyes? I believe I flatter myself, sir, that I can judge human nature sufficiently to tell when a man is lying or when he is telling the truth.

The grand jurors, when they meet, do three of them find an indictment, or six of them find an indictment? No, it takes three-fourths of them. I say for us to use the record here that was made by six would be unfair to the State of Texas, and it is not fair to J. T. Robison, our Land Commissioner.

This committee made their rules as they saw fit, sir. They adopted their plan by which they were to be governed. How can this House submit to such a thing as that? I don't believe they are going to do it.

I want to say, in justice to all concerned, that we certainly ought to demand to have these witnesses brought here. If I am going to vote an indictment against J. T. Robison, sir, I want them here, and want to look at them. I want to see whether or not, in my mind, they are lying or telling the truth. And I want this committee and this House to adopt a rule that will give a man the rights he is entitled to.

Oh, they say, this is just merely an inquisitive body. Yes, but what depends upon this inquisitive body? The honor, sir, and the integrity of Jim Robison, and the honor and integrity and fair dealing of this great Commonwealth.

Do we want to send this matter over yonder? If the members of this House were to send this matter over yonder, and if they spent three or four weeks investigating, and not a single man there should vote for conviction, we would be in the light of infernal and infamous fools.

I want to say to you members of this House that if it takes twenty-four weeks, let's give all parties concerned a fair, square deal, Robison and the State of Texas. If Robison is guilty, I will be the first one to say: J. T. Robison, go retire to your little home, and spend the rest of your days in dishonor, in shame and disgrace. That is the way I feel.

The Speaker: I will recognize the gentleman from McLennan.

Mr. Harman: Mr. Speaker, I want to call the attention of the House to the fact that unless we indict, he ought to be turned loose. This is my first suggestion, and the second is that you have evidence already, and on that evidence you ought to either convict or turn him loose. This is an inquisitorial body—it is the inquisitorial body in this State. It is your grand jury. This is not a committee. A grand jury goes into a hole and closes the doors, with secret sessions, and they take in secret the testimony of a few witnesses, and as a result of that only about 25 per cent of the indictments they return result in convictions. They are turned loose because they found the indictment without securing the necessary evidence which would result in a conviction. The rules are going to be different here. We are seeking to know all the facts here, and not just one side of it. Here we want to hear all the facts on both sides. We want to have all the testimony brought before us here. We do not merely want to have this transcript here—

Mr. Bond: That is not the question here. A member has the right to vote against the articles of impeachment, if he desires to, because he has not had an opportunity to look the witnesses in the eye—because he has not seen the witnesses, because he has not heard the

testimony. But the question here is, whether or not the evidence that was taken before your committee will be accepted and introduced in evidence, subject to any legal objections that may be made and presented to the subject-matter contained in that report. Now, I take this position, that this House can, if it wants to, vote for the articles of impeachment or against it, on the record of the committee that it has already appointed to investigate the charges, and that the report of that committee is admissible in evidence and articles of impeachment can be brought without introducing a single witness, if you want to. This House can vote articles of impeachment upon the report of your investigating committee. The accused, of course, shall have the right to make any explanation he sees fit before this Committee as a Whole, or the proponents can bring such witnesses here as they want. The question for us at this time is to pass upon the ruling of whether or not this testimony is admissible.

I call your attention to the Jefferson Manual, page 257. Quoting from page 257: "Impeachment having been made on the floor by a member, or charges suggesting impeachment having been made by memorial or even appearing through common fame, the House has at times ordered an investigation at once. At other times, it has refrained from doing that." Now, in this case, you have ordered an investigation to be made; you have appointed a committee, and that committee has made its report back, with its findings and the evidence that was taken before the committee. Mr. Robison and his attorneys were present at the hearing. At other times, quoting further, it has refrained from ordering investigation until the charges have been examined by a committee. Now, you have refrained in this matter until the charges were investigated by your committee. The House has also examined the charges by its own committee. Now, mark you: The House has examined the charges by its own committee before it has voted the impeachment. Quoting further: This committee has sometimes been a select committee, sometimes a standing committee. Sometimes it has made the investigation ex parte, as has not been done in this case, but Robison and his attorneys were there to cross-examine every witness. Quoting further: But in the later practice the sentiment has been in all instances in favor of always permitting the accused to explain, present witnesses, cross-examine and be represented by counsel. That has all been done. Now, your committee on investigation having reported, that has been done, the House may vote an impeachment, and after having notified the Senate by messenger — your committee on investigation having reported, the House may vote for impeachment. Now, that is the point that I am making. The committee has made its report, submitted it, and you now have the power to vote for the articles of impeachment, if you want to, on that report and on that record, without the record being brought before you under that. Of course, whether or not you want the witnesses, want to see them, and want to look them in the eyes, you still have the right under that to vote for or against the articles of impeachment—

Mr. Dayton Moses: Mr. Bond, the committee referred to in the Jefferson Manual—is not that a committee appointed for the purpose of considering the proposed articles of impeachment, rather than a committee appointed at a previous session of the Legislature, just to make an investigation?

Mr. Bond: All that I know about it is that it reads as follows: "The committee of investigation having reported."

Mr. Moses: But is not that the impeachment, that the article refers to?

Mr. Bond: Reading from the beginning to the end, I think not. Because it provides how impeachments may be started, by the investigating committee, and then that investigating committee makes its report, and it winds up: "Its committee on investigation having reported, the House may vote the impeachment." Therefore, I take it that this House can act on the report that has been made by the investigating committee by considering the report heretofore made by the committee. Just one other point, now: It is a fact that, as the gentleman has stated, before a grand jury can return a bill of indictment, witnesses are brought before that grand jury. We have a statute which provides that no bill of indictment may be returned except upon the sworn testimony of witnesses before that grand jury.

Mr. Chastain: Judge Bond, do you see any difference in that report and what the grand jury would do, when the action of the grand jury must be concurred in by three-fourths of the members of that body?

Mr. Bond: There is considerable difference, because we have no rules laid

down which provide that articles of impeachment shall be presented against any man unless the witnesses are brought before him and sworn. Now, we do have a statute with reference to a bill of indictment—and coming before a grand jury. But, when a man has been indicted, he must be confronted by the witnesses who testify against him.

The Speaker: Before we vote on this question, as to whether or not the Presiding Judge shall be sustained, I want to present Judge Sinks.

Judge Sinks: If the House decides that this decision is incorrect, it means that you cannot use that record which has been made for any purpose except impeachment of a witness in this investigation. If the ruling is correct, we could, under those circumstances, use this record which has been taken here by the investigating committee. I will say further, if you so desire, that you may introduce additional and independent testimony aside from that embodied in this record of the testimony taken by the investigating committee, but if you decide against my ruling, it then, under those circumstances, could be used only for the purpose of impeaching witnesses who may be brought on the stand before the House.

Mr. Graves: Is it not a fact, Judge Sinks, that if the House overrules your decision in the matter, that later on it could go back and take it up, if the House saw fit, on the vote of the House?

Judge Sinks: I do not know just what the House might do. I would dead sure not rule on it again.

Mr. Graves: It would not be impossible for the House to go back and take it up?

Judge Sinks: You could, and I am sure would, if they should receive this record, notwithstanding the ruling now, but I would not have any voice in the matter.

Mr. Kinnear: Do I understand that if we take this testimony in this record here, that additional testimony in the way of witnesses would not be used?

Judge Sinks: No. You can not only have the testimony that is produced in the record here, which has been explained, but they could introduce that particular witness, or any other witness, even one who has not testified here in this previous investigation. The present ruling is that the testimony of the witnesses which has been transcribed might be introduced as evidence in this proceeding.

Mr. Chastain: We do not care for them using that, but we want the witnesses here. We would want to place him on the stand and examine him here before this House.

Mr. Kinnear: Then, if we can, if we can have the witnesses here, as well as the testimony which has already been taken, then would we vote "aye" or "no"?

Judge Sinks: If you vote to uphold the ruling just made, you will vote "aye."

The Speaker: I recognize Mr. Van Zandt.

Mr. Van Zandt: Mr. Chairman, and Ladies and Gentlemen of the House—I crave your indulgence for about two minutes. I want you to take time out on me. No one approaches the question which confronts us with more deliberation than I do. While on the other hand, we have only—we have not only a duty to perform as the Committee of the Whole, but we have our obligation to the State of Texas as well. Now, then, we have in the form of the relator a man who has served the State of Texas for more than a quarter of a century. We have, with the committee, to rule on the questions which may come before us, one of our own members, Judge Sinks. No man here has any more high esteem for him than I do, and his ruling, I am sure, will be impartial and fair in every instance, not only to Mr. Robison, but to the membership of this House as well. In offering this, the gentleman from Cameron has appealed from his ruling, but he moved it this way: that the evidence produced and shown here in the form of the transcript, that contains the full text of the proceedings heretofore had before the investigating committee appointed from this House, will not be put in evidence before us. Judge Sinks has ruled that the transcript of the evidence taken by that committee should be admitted in evidence, in so far as it is application—so far as it is applicable to the questions which arise or which may arise in the investigation which we are now making. Subject, however, to the objections and exceptions which may be made to it by opposing counsel—counsel for the House and counsel for the relator, Robison. What could be more fair than that?

Mr. Storey: May I ask a question?

Mr. Van Zandt: Certainly.

Mr. Storey: Suppose it is not necessary—suppose it is necessary to refute, explain or impeach the testimony of some of these witnesses, who have been before the investigating commit-

tee, how, without having those witnesses here to lay the proper predicate, are you going to impeach their testimony?

Mr. Van Zandt: In regard to the question of the gentleman from Wilbarger, Mr. Storey, I will make this statement: Everyone here knows Mr. Storey's ability as an attorney as well as his ability as a legislator. He well knows that in a matter of this kind, that any witness can be subpœnaed and brought here before this House in connection with any testimony that he has given in the investigation conducted by this investigation committee. The mere fact of the introduction of this testimony that has been taken by the investigation committee does not bar either party from offering any witness to testify or any evidence on any subject touching that particular matter.

Mr. Storey: I know that no rules of evidence that are not applicable could be raised here. We are the sole judges of the evidence that may be produced before us. We can refuse to receive, or we can receive, any evidence that is admissible before this body. We are the sole judges of the evidence that we may receive and what we will not receive.

Mr. Van Zandt: As I have stated to this House before, if it wants to vote for the impeachment of Mr. Robison, it should do it; and if it doesn't want to do so, it should not; but I want to say to you in this instance, that it would be a rebuke to Judge Sinks to overrule his opinion and his judgment on this question—a man whom no one can deny has served the State in the Legislature and in different capacities for more than forty years, and I hope that the House will sustain his ruling.

Whereupon, the ruling of Judge Sinks was sustained by the vote of the House.

Mr. Allen: Mr. Speaker, and Gentlemen of the House—I think, in view of the ruling of the Presiding Officer having been sustained by your body, that we can be ready to proceed with the case Thursday morning, but not prior to that time. There are over 1000 pages of the testimony taken in the investigation before, and there are, perhaps, other witnesses we will want to use, and we would like to postpone further hearings until next Thursday.

Mr. Moses: We will be ready to go Thursday morning. I would like to ask this, Mr. Chairman, of counsel for the House: That each side furnish the other side with a list and the names of the witnesses that may be subpœnaed hereafter. Quite a number of witnesses have been subpœnaed already in behalf of Mr. Robison.

Whereupon, recess was taken until Thursday, June 13, at 11 o'clock a. m.

THURSDAY, JUNE 13, 1929.

The Committee of the Whole reconvened at 2 o'clock p. m. on Thursday, June 13, 1929, pursuant to adjournment on Monday, June 10, 1929.

RULES AND REGULATIONS GOVERNING PROCEDURE IN THE MATTER OF THE INVESTIGATION OF J. T. ROBISON, LAND COMMISSIONER.

First.

The attorneys for either the proponents or for Mr. Robison before the introduction of any testimony may make an opening statement of the case.

Second.

Attorneys representing proponents shall have the sole authority to develop the facts and perfect the record from the standpoint of the proponents in the investigation in such manner as they deem best, subject to the rulings of the member appointed by the chairman to rule upon admissibility of evidence, and the same rule shall apply with reference to counsel representing the respondent, J. T. Robison.

Third.

Any member of the committee shall have the right to suggest any question to be propounded to any witness who may testify before said committee; provided, however, that all questions suggested by such members shall be submitted in writing to counsel for the House or for the respondent, and such counsel shall propound such question or questions if in the discretion of the counsel such question is deemed pertinent or advisable.

Fourth.

All rulings of the member appointed by the chairman to pass upon admissibility of evidence shall be final, unless an appeal, seconded by at least fifteen members, shall be taken from such ruling.

Fifth.

No applause, or demonstration of any kind, shall be permitted in the committee of the whole House.

Sixth.

All oaths to witnesses shall be administered by the chairman of the committee.

The above rules and regulations governing procedure in the committee were adopted by the committee.

Henry L. Gazley was sworn by the Speaker as one of the reporters to take this proceeding.

The Speaker: The charges in the resolution authorizing the investigation will be found in the Journal of Thursday, June 6, 1929, on pages 53 down to page 58. If you don't have that Journal on your desk, you may obtain a copy in the Sergeant-at-Arms' room.

I suppose it will be in order at this time to have the charges in the resolution read. I will leave that as a matter for the attorneys. I notice that the proceedings call for statements by the attorneys. We will have the charges read first, and the statements follow, or vice versa.

Mr. Allen: Mr. Chairman, it occurs to me that the first procedure would be for us to call our witnesses and see if we are in a position to proceed. If we are, then I don't know of any charges that are now pending before the body. This investigation, as I understand it, was to determine whether any charges should be filed. But anyway, the present procedure, I think, would be to call our witnesses and see.

The Speaker: The attorneys for the House of Representatives, then, will call their witnesses.

The attorneys for the House of Representatives thereupon called the following witnesses:

Judge R. L. Batts.
Governor Dan Moody.
Honorable Claude Pollard.
Paul D. Page.
Claude D. Teer.
R. L. Holliday.
J. C. Hunter.
R. W. Hanaway.
Goodall H. Wooten.
John C. Ross.
Mr. Nivins.
C. W. Gibson.
R. M. Hamby.
T. H. Barrow.
N. A. Dawson.
Herman L. West.
T. N. Wilson.
Mrs. H. A. Elliott.
W. L. Stark.
James Turner.
Mrs. A. G. Upshaw.
Gladys Lear.
Bert Brydson.
Mrs. H. M. Little.
Dr. W. C. Roundtree.
Charles W. Caldwell.
Hal Hailey.
Joe M. Toller.
J. H. Burdett.
Mrs. L. F. Grant.
W. D. Hornaday.
C. E. Morley.
Honorable S. M. Halley.
J. D. Jackson.
James E. Ferguson.
P. J. Anthony.
O. D. Whitwell.
Receiving Clerk of the General Land Office.
Mr. Greenwood.
Mr. Dolley.
Mr. Roselle.
Mr. Tribuco.
Cashier of the Texas Bank & Trust Company.
Honorable Fred H. Minor.
Cashier of the American National Bank.
C. W. Truehart.
George H. Templin.
W. B. Breazeale.
Joe Dunlap.
Wayne Hart.
H. A. Turner.
Manager and proprietor of the Barker Motor Company of Austin.
Manager and proprietor of the Fromme Motor Company of Austin.
Manager and proprietor of Covert Motor Company of Austin.
Manager and proprietor of Johnson Rubber Company of Austin.

The Speaker: We have one witness present in addition to that list.

Mr. Allen: May I suggest, Mr. Chairman, that those witnesses do not know at what place to report. I know that two witnesses whose names were called are in the city and they expected to be here at this time. I am apprehensive that there is some confusion about knowing where to report.

The Speaker: Just a moment. Do any of the witnesses whose names were called happen to be in the gallery? There are some of them in the gallery. You gentlemen in the gallery come down into the reception room, and then possibly into the bar of the House, and I will ask the Sergeant-at-Arms to recall those witnesses in the reception room also. Now, several State witnesses called may be had by the use of the phone—the Governor and the Attorney General, and several others whose names were called, are accessible, and maw be sworn as they come.

Mr. Allen: Mr. Chairman, we have agreed to telephone Judge Batts.

The Speaker: The respondent will call his witnesses.

Mr. Smith: It will not be necessary, Mr. Chairman, to call our witnesses at this time.

The Speaker: Now, gentlemen, what about placing our witnesses under the rule?

Mr. Allen: Just one moment, Mr. Chairman, if you please. The first witness that will come, we cannot begin without them, they are right here and we would like to have them. The first witnesses we will need before we proceed did not answer—Mr. Haddock, receiving clerk of the General Land Office; Mr. H. A. Turner, vice-president and manager of the Texas Bank & Trust Company. Mr. Whitwell is here, because I talked with him this morning—he got in on the morning train. Honorable Fred Minor we will call to identify some matters. Now, if these witnesses are present, we will begin.

The Speaker: Well, the Sergeant-at-Arms will go and call those witnesses. Now, I want the press to understand that the Chair wants to co-operate with you in every way so that you can take down these notes. I would like for the attorneys to advise the Chair whether or not the rule is invoked, whether or not the witnesses are to be placed under the rule.

Mr. Allen: Yes, we want the witnesses placed under the rule. We wouldn't want them in the House, though.

The Speaker: I understand, in this case we are invoking the rule. I will ask the attorneys for each side to call all the witnesses and ask them to assemble in the rear hall and on the side of the hall over here, and we will instruct them as being under the rule.

Mr. Moses: Mr. Chairman, there may be a precedent for the matter of putting witnesses under the rule and things of that sort. Mr. Chairman and gentlemen, I can see no good purpose in invoking the rule. They have these witnesses summoned by the attorneys representing you, we have no objection to their sitting in the gallery if they want to, we are not in any position now to be able to control the galleries. Some of the witnesses we may want to use inadvertently may go into the gallery and hear some of the testimony. I was around this Legislature a little in the gallery when the matter of investigating Colonel W. L. McGaughey was had, and I was here during the investigation of Governor James E. Ferguson. I may be in error, but it is my recollection the rule was not invoked. We wouldn't want to be put in the position of being denied the testimony of witnesses because they might have gone into the gallery and heard some witness' testimony in the case, and the mere fact that is asked for by one side or the other is no reason why what is equivalent to a command. I don't think it is practicable. There are a great many citizens of Texas who are here and who will come here; some of those perhaps are not under process that we may want to use. Now, in most jurisdictions, where the rule is invoked, in most courts that I have been in, it doesn't apply to witnesses testifying as to general reputation. It may be that some of our witnesses whom we will seek to offer may be interrogated only upon that particular matter. It may be that some of those witnesses will testify to something else. Many of our witnesses live in the West whose land came under the provisions of the Act of 1925. There may be some fact testimony that we will want to develop from them, and I sincerely hope—I can see nothing to be gained by the rule—that counsel for the House will withdraw that request; I don't think it is practicable to try to invoke the rule. There has been an investigation with regard to, I assume, practically everything that will be gone into by the distinguished counsel for the House, and a great deal of the testimony of those people has been reduced to writing; and I don't think it is practicable—a lot of these people have come a long distance, and I think I may say they are a type of men whose credibility will not be questioned. We want the widest publicity in this hearing and the most full and complete hearing it is humanly possibly to have; and, so far as we are concerned, we are willing for any witness and all witnesses to hear these proceedings—not be on the floor of the House, but if they want to sit in the gallery, we can find them easier; and we hope that course will be pursued.

Mr. Allen: Mr. Speaker, and ladies and gentlemen of the committee—The earliest recorded instance in which the rule was invoked was in a Hebrew court, the record being in the Apocrypha, and the application of the rule in that case resulted in vindication of the character of a good woman from false charges made against her. In every court in England, and in every court

in any State of this country, either side in the ends of justice, upon demand, is entitled to invoke the rule, in order that one witness may not know what another witness has sworn on the same subject. I cannot see where any injustice could be worked upon any one; it applies alike to the witnesses that are summoned here by counsel for the House and the witnesses that are summoned here on behalf of the respondent. It is certainly a just rule, and it has been invoked in all courts in Anglo-Saxon countries, it is a rule that is invoked under our court procedure in this State today, and I believe we ought to invoke it in this case in order that justice may be done. In that connection, we think this: That in order to expedite the trial and to enable cousnel on each side to talk to witnesses, that probably this large room to our right should be set aside as a witness room, and that when the witnesses are placed under the rule, they be given that cool, pleasant, delightful place to remain, and then counsel on either side can talk to the witnesses, and without any unnecessary delay we can aid you and help you in arriving at your conclusion.

Mr. Moses: Mr. Allen—?

Mr. Allen: Yes, sir.

The Speaker: Will the gentleman yield to the question?

Mr. Allen: Certainly.

Mr. Moses: It has been provided by resolution that the testimony in question and answer form will be published each day in the Journal.

Mr. Allen: Yes, sir.

Mr. Moses: We can safely assume that the gentlemen of the press will publish the testimony that in their judgment is material and constitutes a news item. What possible good is it going to be to keep one witness from finding out what another witness has testified, when every daily newspaper in Texas is publishing, and you will find it in the Journal each morning after the day's proceedings the day before is over with.

Mr. Allen: I take it that that situation will be carefully taken care of by the chairman of this committee, and when he places the witnesses under the rule, he will instruct them not to come into this hall while another witness is testifying, and he will instruct them not to read the testimony of any witness prior to the time of their being placed upon the witness stand. That will be a positive instruction given by the chairman.

A member: Mr. Speaker, will the gentleman yield?

Mr. Allen: Certainly.

A member: But, Judge Allen, as a technical matter, even after they are instructed, do you believe the witnesses will refrain from reading the testimony?

Mr. Allen: My observation and experience has been that most men are right thinking and are honest men, and that probably these witnesses are, and that they will obey such instructions as are given them by the chairman. And if they do not, well, that is a misfortune.

The member: Mr. Speaker, will the gentleman yield again?

Mr. Allen: Certainly.

The member: Judge, don't you believe that these witnesses, if they are honest enough to follow out these instructions, that they are honest enough not to be affected by any testimony as given from this witness chair?

Mr. Allen: The suggestion may be made that by experience and years of practive over the country, that the rules of justice are promoted by promoting the rule.

Senator Price: Mr. Speaker—?

The Speaker: Senator Price—?

Senator Price: The presiding officer and gentlemen of the House—Now, it may be that, in the Apocrypha, the precedent mentioned by Judge Allen exists. But we have in here not a matter that goes back into the Apocrypha, but it is a living Texas issue, to be decided not by the ancient tomes of the Hebrew, but from the standpoint of common sense and things that everybody knows. As a matter of fact, this whole case, the challenges have been made, the testimony of such eminent persons as the Governor of Texas, Honorable R. L. Batts, Mr. Holliday, the Board of Regents, the Attorney General, has been scattered over this entire State; there is scarcely a person in this State who keeps up with public matters but who is already advised largely as to the issues involved in this case. This State House belongs to the people of Texas. The Constitution provides that proceedings taken here shall be open. Necessarily there will be numbers of witnesses who will be called upon to testify on trivial matters, who will came here from a long distance, and I see no reason why, in a trial of this matter, that these people should be denied the right to sit in the gallery, as other citizens, and hear this thing through.

A member: Will the gentleman yield?

The Speaker: Will the gentleman yield to the gentleman there?

Mr. Allen: Certainly.

The member: I want to ask you a question—or, rather, three questions in one: What purpose could be subserved by invoking the rule?

Senator Price: It simply means this: That the lawyers for respondent, and no others, could enforce such a rule. There will be no practicable way of seeing to it that some important witness does not take a place in those galleries, and then when he is offered as a witness, a squabble will arise as to whether he is qualified. I say this, that in view of the fact that the Journal each day will carry verbatim the testimony of these witnesses—

Mr. Allen: Senator, will you yield for a suggestion?

Senator Prlce: Yes, sir.

Mr. Allen: It may be, Mr. Speaker, that no great harm can result in this hearing from the rule not being followed, and in economy of time and to expedite this hearing we will not further insist on invoking the rule.

The Speaker: All right. Call the first witness, please,—or read your charges there. Judge Freeman—?

Judge Freeman: The difficulty with which we are confronted at this time relates to the proceedings in the absence of witnesses we think we can obtain within a reasonable time, although we are not even sure of that, and we are not sure that we can get the witnesses as they will be needed. The chief clerk is compiling, or has compiled, a list of the witnesses summoned. He is undertaking, I understand, to ascertain who are present and who are absent, regardless of cause. Some of these returns on the subpoenas where the witnesses are absent, of course, will have to be read. Now, we desire to proceed without delay, but in the event, after the exercise of due diligence, we cannot get witnesses at the particular time they are wanted, we, of course, crave the indulgence of the committee to get them here. First, Mr. Chairman, we would like to know if, when we begin, we are going to be crowded—sometimes just like the court—or will we have a reasonable opportunity, in the event we are diligent, to get the witnesses we must have?

The Speaker: Of course, the Chair and the House, I am sure, will be reasonable. The House, I know, is concerned greatly that we might dispatch business and get all the work of the House; we want the hearing to speed with all dispatch possible, to do no injury to anybody concerned. I believe that is the sentiment of this House.

Judges Freeman: With that understanding, we desire to proceed.

The Speaker: If you will give the Chair the list of witnesses, we will get busy on that right now.

Mr. Allen: Yes, sir.

Mr. Moses: Mr. Chairman, I think counsel inadvertently has overlooked one paragraph in the procedure adopted,—that is, before the taking of any testimony, either side may make an opening or preliminary statement.

The Speaker: Yes, sir. Now is the proper time to make the statement.

Mr. Moses: I think—

The Speaker: And as the Chair has suggested, and the matter may be improper on his part, with reference to the charges, I don't care whether you—

Judge Freemen (interrupting): We would like to have the report of the investigating committee read. As far as the preliminary statement is concerned, we are not in position to outline conclusions. This is an investigation to determine what charges should be made, if any, and things of that kind. We haven't had opportunity to talk to our witnesses. We have cleared the way to the making of a preliminary statement. As has been suggested, we have the statement in the nature of suggestions on subjects we desire to investigate, but not as to the charges that we expect to endeavor to sustain.

The Speaker: Do you care to make any statement?

Mr. Allen: Mr. Chairman, I think the orderly procedure would be to first read the report of the committee, so that we can understand the matter before this body and then follow with such statement as we are in a position to make at this time.

Mr. Moses: To which the respondent objects, for the reason that it is not admissible, a report of the committee of this House in a former proceeding is not evidence. This investigation is being had by virtue of what is known as the Van Zandt resolution, not by virtue of what some gentleman, members of this House, might have said on a former occasion with regard to the investigation that they made by virtue of the authority of the House; and it is also inadmissible because it is the opinion and conclusion of those witnesses, and the testimony is not admissible—that is, their report.

Mr. Allen: Then we would at least

suggest that the Van Zandt resolution first be read before we make our statement.

Mr. Moses: We have no objection to that.

Mr. Allen: All right.

The Speaker: The Clerk will read the Van Zandt resolution.

The Reading Clerk thereupon read the Van Zandt resolution, as follows:

Whereas, The report of the committee authorized by Senate concurrent resolution No. 4, passed at the Regular Session of the Forty-first Legislature, and reported at the First Called Session of the Forty-first Legislature of the State of Texas, heretofore filed with the House of Representatives of said Legislature and contained in the Journal of said House, from pages 452 to 456, inclusive thereof, discloses, with other things, the following facts, to-wit:

1. "For the purpose of paying the expenses of administering the 1925 Reappraisement Act, the law provided an assessment of one cent per acre for each acre of land offered for reappraisement. Under this provision, the Commissioner collected a total of $72,865.45, as reported by the auditors employed by the committee. Over one-half of this amount was collected before the convening of the Special Session of the Thirty-ninth Legislature in September, 1926. The 1925 Act provided that such portion of this fund as would not be used in the payment of expenses should be paid into the State Treasury. The one cent per acre fund, under the terms of this act, strictly constituted it a public fund.

"During the Special Session of the Thirty-ninth Legislature an amendment to the last reappraisement act was passed, which changed the one cent per acre fund so as to provide that the unused portion should be returned pro rata to the owners of the reappraised lands."

And that J. T. Robison, Commissioner of the General Land Office of the State of Texas, did on sundry and divers dates, from and after April 31, 1925, deposit in certain bank or banks in the city of Austin said reappraisement fee to the credit of "J. T. Robison Special" account.

2. That no part of said fund was placed in the State Treasury, as required by law.

3. "That no effort was made by the Land Office to keep a proper or intelligent set of books evidencing the receipt of the money belonging to said fund and the showing of the items of expenditure."

4. "That for the amount of $20,325.51 shown to have been checked out of the bank, the Commissioner was not able to produce any cancelled checks."

5. "That the sum of $12,471.78 was received by the Commissioner and never deposited in any bank. As a result, the Commissioner was unable to account for the sum of $32,797.29 of the money received by him in any manner whatsoever."

6. The said "record discloses that the Commissioner used from the aforesaid funds different sums of money for private purposes and made payments out of said fund to various members of his family."

7. That said committee further reported on the administration of said fund by said Commissioner that "the whole account was handled in a reckless and indifferent manner and without semblance of ordinary precaution calculated to enable the Commissioner to render an account of said funds."

8. That the said Commissioner "received numerous gifts in the nature of lands and money and that they were donated in most instances by the owners of large tracts of land in Texas. The evidence discloses that the Commissioner received as a gift in one instance a tract of land which he sold after holding the same for several months for a consideration of $2000; that he received gifts and various sums of money amounting to as much as $2200 at one time and $500 upon two other occasions, besides numerous other smaller cash gifts."

9. Said committee further reported that, "in addition to the aforesaid gifts the Commissioner received the sum of $6783.70 in refund checks endorsed by the payees and returned to the Commissioner." Said checks having been forwarded to said payees by said Commissioner in performance of his duties as Land Commissioner in the administration of aforesaid reappraisement act.

10. Said committee further recommended that "the manner of handling said 'one cent per acre fund' was inexcusable, unwarranted and unjustified; that the same did involve an unsound public policy and should not be countenanced by any public official in the discharge of the duties of his office."

11. And that the said committee further concluded "that the acceptance of gifts and gratuities as practiced by the Land Commissioner, if carried on

by officials of a democratic form of government to any extent, is calculated to destroy the confidence of the citizenship in the government and finally to wreck and destroy the same."

12. And whereas, Each and every report, item or thing, hereinabove set out and shown in said report, constitutes a charge of official misconduct on the part of said J. T. Robison in the performance of the duties imposed upon the Commissioner of the General Land Office, as prescribed by the Constitution and statutory laws of the State of Texas.

13. And whereas, The Commissioner is now continuing some of the aforesaid practices in face of the committee report; now, therefore, be it

Resolved, That this House resolve itself into a Committee of the Whole and shall forthwith proceed to an investigation of the charges enumerated above and other charges this day filed, "and other matters which in the judgment of this House may become important or require investigation, it being the intention of this House to conduct a full, fair and impartial investigation; that, sitting in Committee of the Whole, the Speaker shall appoint from among the members of the House a lawyer of recognized ability who shall pass on the admissibility of testimony; that the Speaker shall appoint a committee of three, who shall select attorneys to represent the House of Representatives in the development of such charges, and shall be authorized to contract with them for reasonable fees, subject to the approval of the House; that the Speaker shall appoint stenographers to take down the proceedings of the hearing, and the same shall be paid for at the regular rates charged by court reporters; that all witnesses before the committee shall be paid the same fees as provided for witnesses summoned in the district courts of this State; that the House, sitting as a Committee of the Whole, shall have the right to summon witnesses, who shall be sworn by the Speaker, the presiding member, or the Chief Clerk of the House, and that said Committee of the Whole shall have full authority to issue all necessary process, summon witnesses and to compel their attendance, and for production before it of any papers, books or documents; that all expenses shall be paid by a warrant properly issued by the chairman of the Contingent Expense Committee, to be approved by the Speaker of the House. In addition to the powers herein enumerated, the House, sitting as a Committee of the Whole, shall have all powers given to the legislative investigating committees in Articles 5961 and 5962 of the Revised Civil Statutes of 1925; and be it further

Resolved, That the hearing shall be conducted and evidence submitted upon not only such matters as may be charged specifically, but on other matters involving the official integrity of the Commissioner of the General Land Office, J. T. Robison; be it further

Resolved, That at the conclusion of the testimony the committee shall recommend to the House such action as may be necessary in its judgment in reference to the charges; be it further

Resolved, That the Commissioner of the General Land Office be allowed counsel of his own selection.

Judge Allen: Mr. Chairman and Ladies and Gentlemen of the Committee—If I had been retained, with my associate, as your representatives to prosecute the Comptroller of this State upon charges that you had preferred against him, we would then be in a position probably to become partisan and state to you what we contended we could and would prove upon this hearing.

I don't understand, and I haven't understood at any time, that we occupy that position before you. I understand that this body is sitting as a Committee of the Whole for the purpose of investigating matters contained in the resolution that has just been read to you, with a view of ascertaining all the facts and the truth with regard to all these matters, and then in your judgment to determine whether or not charges should be preferred that might result in impeachment before the Senate.

Now in the courts of this country, under our procedure in criminal cases where an indictment containing the charges has been returned, and where the issue has been drawn in court, it has been my practice, in common with that of many of you, throughout many years past, to make partisan affirmative statements of what I expected to prove in support of my case.

But we do not deem the situation before you a substitute of that kind, and the statement that I shall make shall be confined to these lines, that we have carefully gone into the record proof and such other proof as we were able to ascertain from the witnesses, with the view of laying the matters under inquiry fairly and justly and properly before this investigating body. As the result of our study of these matters

since you retained us here last Monday we will at this time first enter into the investigation of three propositions:

First, the management, administration, collection and disbursement of the one cent per acre fund provided in the 1925 Reappraisement Act, and further provided for in the amendatory act of 1926. Now that is broad. It will afford investigation through many ramifications, but the proposition as stated advises counsel of the matter we will investigate along that line and what we will go into.

Second, any and all matters, alleged matters, relating to receiving of alleged gifts and gratuities by the Land Commissioner of this State.

Third, the differences between the Governor, the Board of Regents of the University of Texas and the Attorney General's Department, on the one hand, and the Commissioner of the General Land Office of Texas, on the other hand, as to the sale of mineral leases on University lands.

Those are the three subjects we now propose to enter into in this investigation, not limiting or asking you to limit, however, your investigation to these subjects. Other subjects of investigation are suggested under the resolution offered, and it may be that in the course of the proceeding we will deem it wise, or you will deem it wise, to enter into investigation of other subjects; and if the witnesses whom I have named to the Chairman, and whose presence is necessary to begin, are here, we are now prepared to proceed with the investigation of the three matters I have pointed out.

The Speaker: Any statement by the attorneys for respondent?

Mr. Allen: I object. Statements of this kind are provided for in this order: When we start out to make out our case we make our statement. That is done in court in a trial in a criminal case, a murder case. The State makes its statement and introduces all its testimony. Then for the first time the attorney for the defense knows what he wants to prove, and then for the first time he is permitted to make his statement.

The Speaker: I am relying on the resolution, which says that attorneys for either the proponent or Mr. Robison, before introducing any testimony, may make an opening statement of the case.

Mr. Allen: There is no precedent in the world for them to make any statement at this time, because they don't know what we are going to prove. They only know the subject matter we will take up, and should not be permitted to make a statement until they are ready to begin their case.

The Speaker: I will have to overrule your objection, under the resolution, the very first paragraph of it. Mr. Smith.

Mr. Smith: Mr. Chairman and Members of the Committee—We think that it is important to you that you have a clear understanding of the possible issues in this investigation. There has been introduced on the floor of this House, read and discussed already the Van Zandt resolution. It has been again read to the members of this committee. Apparently every one is familiar with the charges against the Land Commissioner. It seems to us that in all fairness the members of the committee should have some understanding of our theory of the case and the matters that we may offer in defense or explanation of these charges.

I want to discuss first, briefly as I may, the one-cent-per-acre fund alluded to by Judge Allen and mentioned in the Van Zandt resolution. The charge has been repeatedly made that this one-cent-per-acre fund is a public fund. Under our understanding of the law it is no such thing.

The law is this, that in 1925 this Legislature in its wisdom enacted a statute authorizing the reappraisement of certain lands theretofore sold by the State of Texas. This law provided that the Land Commissioner should make the reappraisement. The law further provides that the owners of the land should file an application with the Land Commissioner if they desired to have their lands reappraised, and with that application should pay one cent per acre. This money did not go into the State Treasury of the State of Texas. It was to be kept and retained by the Commissioner of the General Land Office, and out of this fund he was to pay the expenses of appraising the land. After that appraisement had been made, and after all expenses had been paid, any part of this fund then remaining unexpended should be by the Land Commissioner paid into the State Treasury.

The same Legislature that enacted this reappraisement law at a called session amended that law, and expressly provided that this one-cent-per-acre fund, after all expenses of reappraisement had been paid, would be returned and prorated to those men who had paid the one cent per acre.

We submit, and it is our theory,

that this fund, and no part of it, ever became a public fund.

The Standard Dictionary defines a public fund as "the money on hand or immediately available in the government treasury." This money was never in the treasury of the State of Texas, and it was not known that any part of it would ever be in the State Treasury.

Bouvier's Law Dictionary and Words and Phrases give the same definition of a public fund, as follows, towit: "The taxes, customs, etc., appropriated by the government for the discharge of its obligations."

No part of this fund was ever subject to be appropriated to discharge the obligations of the State of Texas. The simple fact is that after this amendment of 1926 was passed by the Legislature this fund belonged to the men who contributed it. In so far as this fund is concerned, those men and the State of Texas entered into a contract. The State of Texas said we will have your land reappraised if you want us to. It was optional with the land owner whether any reappraisement should be made. They said if you want a reappraisement made you may have it done by the payment of one cent per acre. We will pay the expenses of our agent in reappraising this land out of this one cent per acre. Whatever remains after this payment is made shall be returned and prorated to you.

It is my understanding that the committee of which my learned and distinguished friend, Judge Minor, was chairman reported to this House that this amendatory act of 1926 was unconstitutional. I also understand, however, that this report was predicated on an opinion given by the Attorney General. I shall not insult the intelligence of this committee by a discussion of the constitutionality of that amendatory act. I submit that it is self-evident that this committee cannot determine that question. The law is a valid law on the statute books of the State of Texas until declared invalid by a court of competent jurisdiction.

Judge Minor made a wise recommendation to this House at the same time. He invited this House, or suggested to this House, that if the Attorney General was of the opinion that the amendatory act was unconstitutional, let him bring a suit in the courts of this State to recover this fund alleged to have been misappropriated by the Land Commissioner. Permit me to suggest that this committee, representing as it does the House of Representatives of the State of Texas, will not seriously consider preferring impeachment charges against any public official who has obeyed the mandate of this House. The Legislature enacted the law, and the Land Commissioner, as he has consistently done for a quarter of a century, obeyed the mandate of this House.

We now challenge any one to bring any evidence that this Land Commissioner has not at all times since he has been Land Commissioner faithfully and to the best of his ability obeyed the mandate of the Legislature of this State.

The Land Commissioner's present difficulties had their beginning when this body enacted a law known as the Relinquishment Act, and the Land Commissioner defended the validity of the law against its being attacked by the chief law officer of this State.

It seems to me a tragic spectacle for the people of Texas to send at great expense representatives to Austin to enact laws, and at the same time to elect a lawyer to be their Attorney General who, when the House enacts laws, the Attorney General attacks them in court.

Mr. Allen: Mr. Speaker, we object. I didn't want to make any objection, but I am forced to. The resolution gave each party the right to state its case. Counsel is arguing some case that has not been stated and is making a speech with regard to a case that he would make on the conclusion of the evidence, instead of confining himself to the matter stated in the resolution, that being a statement of his case that he relies on here. A statement of his case will necessarily be to meet the evidence and the charges that we offer against his client; but, instead of doing that, he is arguing legal matters, questions of law pure and simple, and arguing a case about which there has been no issue raised either in the way of pleadings or in the way of proof. We think counsel should be confined to a statement of his case. In other words, our objection is that he should not be permitted before the facts are developed to make his final argument on the case which he expects to make when the evidence is concluded.

Mr. Moses: Mr. Chairman, I haven't the note before me, but it was read by Mr. Allen just a few moments ago. One of the three matters about which they served notice upon us and the House was that they would introduce evidence with regard to the differences between the

Governor and the Attorney General and the Land Commissioner, and by reason of the statement made by counsel for the House in that respect we think that Mr. Smith is entirely in order. The House adopted the resolution which Your Honor has before him now, giving us the right to do the very thing Mr. Smith is doing now; and he is attempting now to answer or to explain our position with regard to the differences existing between the Attorney General and the Governor, on the one hand, and the Land Commissioner, on the other; and we think that under the resolution adopted by this House, Mr. Smith is entirely in order.

The Speaker: The objection is sustained. I think it means a statement, and not an argument, and the Chair's construction of Mr. Smith's remarks is that he is getting into an argumentative field. You will confine yourself to a statement, Mr. Smith, and not an argument.

Mr. Smith: I shall endeavor to follow the ruling of the Chair.

On the matter of the one cent per acre, we shall undertake to show that as this money was paid in to the Land Commissioner by those who were having their lands reappraised, he deposited that money in a bank in Austin, Texas. In doing the actual work of reappraisement he necessarily had to travel over a very large area of territory, in extent greater than that of most States. If my memory serves me correctly, he traveled something like 70,000 miles in doing this work of reappraisement. While traveling throughout the western area of our State in the doing of this work, men would come to him in the fields and in the towns where he was working and would present to him their applications, together with the money, one cent per acre. Out of this money he would pay his expenses on that particular trip, and necessarily he could not keep an exact accounting of the money expended.

The Land Commissioner at no time has attempted to conceal any evidence from this body or the committee appointed by this body. Before the investigating committee he voluntarily presented all the cancelled checks in his possession and agreed that the bank should present all the cancelled checks it had that had not been returned to him.

While engaged in this work in western Texas Mr. Robison was stricken with a very severe illness. That necessitated an immediate trip to San Antonio for the purpose of having an operation performed. The evidence will show that the physicians themselves were in grave doubts as to whether Mr. Robison would recover from this illness. While in San Antonio, being without funds of his own, he drew checks on this one cent per acre fund to take care of his immediate hospital and doctor bills. This money, every penny of it, was later returned and was deposited in the Austin bank, long before any investigation was ever hinted at by this body.

I will next discuss the second proposition as stated by Judge Allen, that is, the matter of the alleged gifts. Mr. Robison, in the course of this hearing, will undertake to show that he, of all the officials of Texas entrusted with any duty in regard to the matter, defended the acts of the Legislature that enacted what is known as the Relinquishment Act, when this one cent per acre fund was paid in as provided in the law, and the reappraisement work had been done, Mr. Robison again returning the checks to the land owners. Without his knowledge, without his consent—in fact, he knew nothing of it at all—some of his friends in the western part of the State began the circulation of a petition by which the petitioners asked Mr. Robison to accept these refund checks as a gift or gratuity from them, because of the splendid and patriotic service that he had rendered to the State of Texas and to the public school fund.

These alleged gifts or gratuities were made long after the work of reappraisement was completed. These refund checks were in various amounts, some of them for fifteen, twenty-five, forty-five, and eighty-five cents. There were others of substantial amounts, running up to some five or six hundred dollars, that were returned to Mr. Robison.

At some time during this period, the exact date of which I have forgotten, it became known to certain of Mr. Robison's friends in this State that his little home out here in the country was under mortgage, that a note was coming due, and that he didn't have the money to make payment. His friends made up money, this absolutely without the knowledge or consent of Mr. Robison, a sufficient amount of money to pay off this mortgage. This money, as a matter of fact, was never paid to Mr. Robison, but at a time when he was absent from the Land Office it was given to his chief clerk, and his chief clerk instructed to pay off these mortgages.

A gentleman in San Antonio that Mr.

Robison had a bare speaking acquaintance with had observed throughout many years the splendid service being rendered by Mr. Robison to the State of Texas, and he made to Mr. Robison a deed to a certain tract of land somewhere south of San Antonio. I believe Mr. Robison later sold that tract of land for $2000. The gentleman who made this gift was a man of substantial means, and he made the gift as many gifts have been made to public officials who have rendered worth-while service and patriotic service.

I will now pass to the third charge suggested by Judge Allen, the investigation of the University leasing laws. Mr. Robison will undertake to show by competent evidence during the course of this investigation that the Legislature previously had enacted a law providing for the sale of leases on the University lands; that after this law was enacted its constitutionality was attacked in the Supreme Court of this State, and Mr. Robison, as always, came to the defense of the act of the Legislature; and while this litigation was pending, he withdrew from sale all University lands, that is, mineral leases on University lands. After the Supreme Court had, as it usually does, upheld Mr. Robison, Mr. Robison received a multitude of requests, some in writing, and a great many oral requests, to put these lands on sale. The law provided that these leases on University mineral lands should be sold when the same was in demand. We will undertake to show that the Supreme Court of this State has held that it is mandatory that the Land Commissioner sell leases on these University lands when they are in demand.

We will undertake to show that Mr. Robison, in refusing and declining to follow in its entirety the suggestion of the Governor and the Attorney General, was acting in strict obedience to the mandate of the Legislature. In so far as the matter has been tested in the courts, we will show that courts having passed on the question up to this time have upheld, as they usually do, the acts of the Land Commissioner.

Now, Mr. Speaker and members of the Committee, I have briefly and hurriedly attempted to cover these very serious matters. I am sure there are many matters I have omitted. I am going to request Senator Lloyd Price if he will make an additional statement.

Mr. Allen: We will object to that, Mr. Speaker. They have made their statement through counsel. Now they have been permitted to make a full statement from their standpoint, and we think this matter is concluded under this resolution.

The Speaker: The statement you wish Senator Price to make, does it cover additional matters?

Mr. Price: Supplementing the statement of Mr. Smith. It will be very brief.

The Speaker: Overrule that objection.

Mr. Allen: May I ask, after that is done, whether or not we will be permitted to make a further statement?

The Speaker: I don't think so.

Mr. Allen: I thought not.

Mr. Price: Mr. Speaker and Gentlemen of the House—I will endeavor to make this a very short statement, and I beg your attention for just a moment. Judge Allen has stated that in a proper sense this investigation will involve the collection and expenditure of the one-cent-an-acre fund; second, gifts to the Commissioner; and third, differences between the Commissioner and the Governor and the Attorney General on the sale of land leases.

As has been stated, and to direct your attention to this point, the Legislature provided that the Land Commissioner could reassess 6,800,000 acres of land, public school land, because of the fact that in the western part of this State the people who had bought that land on credit were in distress.

The intention of the Legislature, being both as expressed in the act and by the Land Commissioner, that the prices thereof should be reduced on account of the drouths that had occurred in that section of the State. It further provides that the State should not be called on to pay the expense of that revaluation or reappraisement, but that the individual land owners should pay in to the Commissioner of the General Land Office, not into the State Treasury, but to the Commissioner of the General Land Office, one cent per acre on all lands subject to be revalued or reappraised.

Mr. Allen: If the Court please, instead of stating his case, he is arguing the law.

Mr. Price: If the Court please, I am standing here and making a statement of what our contentions are going to be. These men, if you please, are no more judges of the—not only judges of the facts, but of the law as well. I am

making no argument, but a statement of facts of what our contentions are going to be.

The Speaker: Just confine your remarks to a statement.

Mr. Price: I make the statement that it will be the contention of the Land Commissioner of this State that not one cent of that money that was collected from the land owners of West Texas, not one cent of it, went into the State Treasury; that it was not intended to go into the State Treasury, and did not go into the State Treasury; I make the statement that this one-cent fund was not, should not be and can never be properly a public fund of this State, as contended. After the Commissioner had paid his expenses from that fund he was in duty bound to pay it back to the land owners.

Mr. Allen: It was my understanding that only one person was to be permitted to make a statement—now this additional statement is being made—the matter is being gone into again—I do not think that that is in keeping with the ruling of the Chairman.

The Speaker: There is no need of restating the matter. I will sustain the objection to the extent that no repetition shall be indulged in.

Mr. Price: We further make the statement that the first act was passed in 1925, and amended in 1926, providing that it should go back to the land owners at the conclusion of the reappraisement. The reappraisement was not concluded until September 1, 1928, at the time that the statute read that the balance, if any, should be paid to the land owners. I make the statement that it will be the contention and the defense of the Land Commissioner of this State, on charge No. 1, of the Woodruff bill of particulars, wherein the Commissioner is charged with having expended public funds for one automobile to the Barker Automobile Company of Austin, Texas, at a cost of $872; it will be our contention, and we will show that that Ford car was purchased from the funds of the people of West Texas, and that this automobile was used by the Commissioner in traveling 72,000 miles in looking over this land.

It will be our contention that it was absolutely a matter between the contributors of that fund and Mr. Robison as to whether he would get a Ford car, a Cadillac or a Rolls-Royse; that that is not a matter that involves the State, but the matter had to do with the expense incurred by him in carrying out the reappraisement.

Now, another point as to the charge that no books were kept by the Land Commissioner. We will show in this case that in the making of that reappraisement, that he had no opportunity at many times to keep such record, and that it was not necessary for him to keep any record so long as his handling of that fund met with the approbation and approval of those who were paying it to him for expenses.

Second: As to gifts to the Commissioner, we will show in this case that J. T. Robison has not accepted or received any more gifts than many of the ablest and most outstanding notables of America. We will show further that any refund of these small checks, that went to the West Texas people, that it could not have influenced his discretion or his judgment because in each case where it occurred, the reappraisement had already been done—his decision had already been made, and it therefore could not have influenced his judgment in any sense.

Third: And I believe that this is a new statement, on the differences between the Land Commissioner and the Governor and the Attorney General. Gentlemen, we will endeavor to show that in the State of Texas, the Constitution provides for five chief executives; executives who are not appointed by the Chief Executive, but whose offices are created in the Constitution, officers who are elected by the people; that the Land Commissioner holds office by virtue of the Constitution. We will endeavor to show that in the scope of his authority, and in the land—in the management of the land business of this State, that he is as supreme in his field as the Governor or the Attorney General are supreme in their fields. We will endeavor to show that the Land Commissioner further, in those differences followed a law and was doing acts which the Supreme Court said it was his mandatory duty to do, and that these differences have been somewhat instrumental in the creation of these charges. I thank you gentlemen for imposing on your time.

Mr. Allen: Now, Mr. Chairman, I would like to know if Mr. Hedick, Mr. Turner and Mr. Whitwell are here?

Whereupon, J. D. Hedick, being duly sworn, testified as follows on

Direct Examination.

By Mr. Allen:

Question: Kindly state your name and initials to the Committee.

Answer: J. D. Hedick.

Q. How long have you lived in Texas?

A. Sixty-six years.

Q. What business are you now engaged in?

A. I am connected with the General Land Office.

Q. In what department or capacity are you connected with the General Land Office?

A. I am receiving clerk.

Q. How long have you been the receiving clerk under Land Commissioner Robison in the Land Office?

A. I have served two terms. The present term, I have been serving nearly two years. There was a period of years between that service.

Q. Who preceded you as receiving clerk in the Land Commissioner's Office?

A. The first term, it was George W. Beaver; in the term I am serving now, I was preceded by Mr. Hamilton.

Q. Mr. Hamilton was serving in the capacity of receiving clerk when he was succeeded by you?

A. Yes, sir. I succeeded Mr. Hamilton last September a year ago. September, 1927.

Q Were you employed in the Land Commissioner's Office prior to September, 1927?

A. Yes, sir.

Q. In what capacity?

A. Immediately before that, I was assistant chief clerk.

Q. Who was the chief clerk in the Land Commissioner's office at that time?

A. J. H. Walker.

Q. He is now chief clerk, I believe, in the Land Commissioner's office?

A. Yes, sir.

Q. Then you did not become receiving clerk in the Land Commissioner's office until after both the Reappraisement Acts of 1925 and 1926 had been passed?

A. Well, I do not know that I am an authority on that. I did not take charge as receiving clerk until September 1st, 1927.

Q. Where is Mr. Hamilton, who was your predecessor?

A. He lives here in Austin.

Q. What are Mr. Hamilton's initials?

A. J. M.

Q. Do you know where he is now employed?

A. He is not employed now, I do not think.

Q. He is in the city somewhere?

A. I suppose he is.

Q. You do not know his address?

A. I do not know. I know that he lives in the northwest part of Austin somewhere. I do not know his address.

Q. You are familiar with the duties of the position of receiving clerk in the Land Commissioner's office?

A. I think so.

Q. As provided by the statutes of this State, are you?

A. I think so.

Q. The receiving clerk of the Land Commissioner's office is appointed by the Commissioner, with the consent, I believe, of the Governor?

A. That is true; yes, sir.

Q. And the receiving clerk, under the statutes of this State, is required, I believe, to give bond in the sum of twenty-five thousand dollars for the faithful performance of his duties?

A. Yes, sir.

Q. Is that right?

A. Yes, sir.

Q. I will ask you if the duties of the receiving clerk are these: First, to receive all funds required by law to be paid to the Commissioner, and to give persons depositing money a receipt of the deposit, stating the amount, name of the party and the character of claim on which such deposit is made, showing whether for fees, advance payment of fees, it shall be so stated—is that the duty that you have to perform under the law, as you understand it?

A. As I understand it, the receiving clerk is only to receive such money as comes to that desk for the payment of fees—just receives the interest.

Q. Now, is it true that the custom has grown up in the Land Commissioner's Office, notwithstanding the letter of the statute, to let all money received from the sale of lands in the form in which they are received, whether by check or otherwise, to let that go into the hands of the cashier, and the cashier turns it over directly to the Treasurer of the State instead of directly from you?

A. That is not my business.

Q. I am asking you if that is the practice and the custom that has grown up in the Land Commissioner's Office under Mr. Robison. That is what I am talking about—is that not the custom and practice?

A. I really do not know. I think that it has.

Q. Now, then, the money from the sale of lands, notwithstanding this statute, have not gone from the Com-

missioner's hands or yours, but have gone, under the practice in that office, into the hands of the cashier, who is not required to turn that in in the form it is received—that is the practice there?

A. I think it is.

Q. I just want this information about what the practice is. I never met you before in my life, did I?

A. No, sir.

Q. I never laid eyes on you before in my life?

A. No, sir, I do not think so.

Q. Now we will just get along fine.

A. All right.

Q. Now, you did say that the funds that come into your hands—the funds that actually come into your hands under the practice that has grown up in the Land Commissioner's Office, were the funds that are collected—the fees that are collected, and the other funds outside of those given for the payment of land—that is true?

A. Yes; all the fees and—

Q. (Interrupting) And all other funds, except those that come from the source of sales, have been supposed to go into your hands—into the hands of the receiving clerk. You know that is what the statute says must be done, don't you know that?

A. No.

Q. All right, there is the statute—read it, and see if you can find where it says that the receiving clerk—

Mr. Moses: We object to the question as being irrelevant and immaterial. Any argument on the part of counsel with the witness is not a law, and the opinion of the witness is not binding on the House, and certainly it is not binding upon the respondent in this case. Whatever his construction of the law may be has nothing to do with this inquiry.

Mr. Allen: The law will speak for itself. I am asking him if he concurs in that—what his understanding of his duty under the law was. I want to know if that was his understanding of what should be done.

Mr. Moses: That is what we object to.

Judge Sinks: He is getting to the question of what his duties are.

Mr. Allen: We look to the statute to speak for itself. Now, this fund known as the one-cent-per-acre fund, under the two revaluation acts, the Revaluation Act of 1925 and also of 1926, those were not funds that arose from the sale of lands?

A. No, sir.

Q. So that if it was your duty to receive all funds—all funds that were collected by the Land Commissioner for any purpose, except that he had adopted a plan of letting the cashier take over and receipt for the funds from the sale of lands, then you do not know that none of this one-cent-per-acre fund ever came into your hands?

Mr. Smith: We object to that, if it please the Chair, because the law makes this a special fund that was to be used by the Land Commissioner and necessarily it could not go into the hands of the State Treasurer, or into the hands of anyone who would place it in the State Treasury.

Mr. Allen: I want to prove by this witness that there was over $68,000 we expect to show that was collected on reappraisement of land in Texas, on this one-cent-per-acre fund, that came into the Land Commissioner's Office, and we want to prove by him that none of that money came into his hands as receiving clerk—

Mr. Moses: Perhaps he has the wrong witness to ask these questions of.

Mr. Allen: We can use any witness we wish.

Mr. Moses: He does not know when these payments were made. Whether as a matter of fact they were paid before this witness became the receiving clerk or afterwards. If that be true, then his acts, it occurs to me that it is a waste of time to pursue this inquiry of this witness further, but the receiving clerk who was there at the time should be examined.

Mr. Allen: We cannot prove everything at one time. We just want to prove by this witness that none of these funds have ever come into his hands as receiving clerk, and we have just asked for process for his predecessor, but certainly we can prove by this witness what he knows.

Judge Sinks: You can prove by this witness what he has done.

Mr. Allen: Since you have been receiving clerk in the Land Commissioner's Office, none of the one cent per acre money that was paid into the fund for revaluation of land has ever been turned over to you, or has ever come into your possession or into your charge?

A. No, sir.

Q. You show from your connection with the Land Commissioner's Office and your familiarity with that office that those moneys to the amount of $60,000—did amount to $60,000?

A. Yes, sir.

Q. I believe that you stated that you

were not employed as receiving clerk until September, 1927?

A. This last time—this last term. I had served a term in that capacity before that.

Q. Well, how long have you been serving in the capacity as receiving clerk in the Land Commissioner's Office?

A. I have been serving as receiving clerk this last term since September 1, 1927.

Q. Did you serve a term immediately preceding that?

A. No, I served some years before that.

Q. How far back was that?

A. I think I went there—I think it was about 1923 or 4.

Q. And how long did you serve as receiving clerk at that time?

A. I think about three years. Possibly it was 1923—and I was receiving clerk about three years.

Q. About when did you go out in 1926?

A. I think it was about the first of June, 1926—that is my recollection.

Q. Right after the Reappraisement Act of 1925 was passed, these funds began to come in to the Land Commissioner's Office?

A. I do not know.

Q. Don't you know, as a matter of fact that they did begin to come in, although they were not turned over to you, and the fund continued to grow through the year 1925 and on through 1926, and that there were thousands of dollars that came in during that period?

A. I do not know that.

Q. You would not say that that is not true?

A. No, sir.

Q. During 1925, after the law went into effect, and while you were receiving clerk in the Land Commissioner's Office, and this fund was coming in from this one-cent-per-acre fund, was any of that fund turned over to you, as receiving clerk by Mr. Robison?

A. No, sir, I did not handle any of those funds.

Q. You did not receive any of those funds during the year 1925, and Mr. Robison did not turn over to you, as receiving clerk, any of those funds?

A. No, sir.

Q. Did Mr. Robison, as Land Commissioner of this State, as the statutes direct him to do, instruct you to keep any strict record and itemized account of every dollar that came into the office and every dollar that was paid out?

A. No, sir, if you will allow me to say—

Q. I do not know what you are going to talk about.

A. I did not handle any of that.

Q. If it was your duty as receiving clerk, in 1925, and as receiving clerk in 1926, to receive that money, and if it was your duty to keep a strict account and record of every dollar that came into the office, you know that you did not keep such a record of that one-cent-an-acre fund during that period of time?

A. No, sir, I did not.

Q. And you know that the Land Commissioner did not instruct you to do it?

A. How was that?

Q. And you know that Mr. Robison, the Land Commissioner, in 1925, after the passage of the Reappraisement Act, did not instruct you to keep a strict book record and account of every dollar that came in and every dollar that was disbursed?

A. Not of that fund.

Q. Now, you are familiar, having been in the Land Office so long, and occupying the responsible position you did there, you are familiar with the way the accounts are kept in the General Land Office, are you not?

A. Reasonably familiar with it.

Q. Now, I will ask you this. Is it not a fact that no account book was ever opened in the Land Commissioner's Office, on which collections of the one-cent-per-acre funds were entered, showing the name of the party from whom collected, and on which a list of the disbursements were entered along as the disbursements were made?

A. Not to my knowledge—not in my department.

Q. And you have never heard of anybody else doing it?

Mr. Moses: What he heard of somebody else doing is hearsay—we shall object to that as purely hearsay testimony.

Judge Sinks: He can state that he did or did not know what books were kept. He may state what he knows himself.

Mr. Allen: Did you ever learn from the Land Commissioner whether or not he kept any book of any character on which he entered in a record book kept for that purpose, every receipt received from that fund and every disbursement made from that account? Did the Land Commissioner ever tell you that he kept such a book?

A. No, he did not tell me he kept

such a book—I do not know whether he kept such a book or not.

Q. You know, as you have stated, that you never kept such a book, and never knew of him having such a book kept in that office. That is correct?

A. I never kept such a book.

Q. And you never knew of him keeping any such book?

A. No, sir, because that did not come over my desk.

Q. Now, after you served your first period, or term, whichever you want to call it, as receiving clerk, you were succeeded by Mr. Hamilton?

A. Yes, sir.

Q. And you subsequently succeeded him in 1927—is that right?

A. Yes, sir.

Q. Some member desires to know if you know why Mr. Hamilton left the Land Commissioner's Office?

A. I do not know.

Q. You do not know?

A. No, sir, I do not.

Q. Anyway, you did succeed him?

A. Yes, sir.

Q. Anyway, you went back to the Land Office in 1927. Now at that time, did Mr. Hamilton turn over to you any fund composed of the money that had been paid in on this one-cent-per-acre fund—did he turn over to you any such fund, or any records pertaining to such fund, at the time you succeeded him?

A. Not that I know anything about. He only turned over to me the receiving fund.

Q. I am not talking about any other funds in the Land Commissioner's Office. This receiving clerk, Mr. Hamilton, during the time that he served up to September, 1927, after you went out of that position in January, 1926, if he received any funds from this one-cent-per-acre reappraisement fund, and accumulated any fund of that character, did he turn any such fund over to you at the time you succeeded him?

A. No, sir, not that I know of.

Q. You know what the one-cent-per-acre fund was?

A. Yes, sir.

Q. Now then, when Mr. Hamilton went out of office as receiving clerk, did Mr. Robison, the Land Commissioner, at that time, turn over to you, in September, 1927, any of that one-cent-per-acre fund that was paid into the Land Office to bear the expense of reappraisement of these lands?

A. No, sir.

Q. You never did, either during your first or second term as receiving clerk in the Land Commissioner's Office, receive any moneys that were paid by land owners to bear the expense of the reappraisement that was known as the one-cent-per-acre fund?

A. No, sir, not as such.

Q. You know you never received any such fund yourself—you know that none of those moneys ever came to you?

A. Yes, sir.

Q. You knew what they were?

A. Yes, sir.

Q. And you knew that those funds were not any part of the one-cent-per-acre fund?

A. I guess so.

Q. Come, come on, go right ahead.

A. Yes.

Q. You knew that that money that was turned over to you at the time you went back into the receiving clerk's position there did not constitute any part of the one-cent-per-acre fund, and that no books were kept on that account. Don't you know, from your connection and dealings with him, that you have seen the pass books and checks drawn on that account, that Mr. Robison, himself, in 1925, when this money would come in, pursued the practice of depositing that money from the one-cent-per-acre fund in the Texas Bank & Trust Company, of this city, not to the account of the Commissioner of the General Land Office, J. T. Robison, but to the personal account of J. T. Robison, Special, and don't you know that that was the way that he kept all of the money received from that account?

Mr. Moses: We object to that. That would be purely hearsay, and would be a conclusion. Just to save time and get along with this, we will admit that no part of that one-cent-per-acre fund was ever turned over to the receiving clerk of the General Land Office. What he might have heard somebody say about the account would be hearsay. If there was such an account there in the Texas Bank & Trust Company, Mr. Turner, the witness here, and an employe of that bank, is here and probably will know about it.

Mr. Allen: What I am attempting to learn from Mr. Redick is whether or not Mr. Robison kept that fund on deposit in the J. T. Robison Special account in the Texas Bank & Trust Company of this city.

Mr. Moses: That was admitted by us once before.

Mr. Allen: Now, it is admitted that no part of that one-cent-per-acre fund was ever turned over to the receiving clerk of the Land Commissioner's Office, and that it was kept in the name of

J. T. Robison's individual, special account, in the Texas Bank & Trust Company of this city. That is an admitted fact. Now, you have seen many checks that Mr. Robison has drawn on that special account. You have seen Mr. Robison write many checks on that special account?

A. No, I do not think so, because, as I tell you, I never had anything to do with that account.

Q. Did you ever get a check from Mr. Robison drawn on the account of J. T. Robison, Special?

A. I do not recall that I ever did.

Q. You know Mr. Robison's signature?

A. Sure.

Q. You know that just like you know his face?

A. Yes, sir.

Q. And you would recognize that signature anywhere at any time, wouldn't you?

A. Well, I am inclined to the opinion that I would.

Q. I wish you would look over this document here for the purpose of identifying it—a document dated February 4, 1929, addressed to the Honorable Legislative Investigating Committee.

A. Yes, sir.

Q. This has 26 paragraphs?

A. Yes, sir.

Q. Whose signature is signed to that statement?

A. That looks like J. T. Robison's.

Q. You know that is J. T. Robison's signature—the Land Commissioner of this State?

A. It looks like it is genuine.

Q. You say it is genuine?

A. It looks like it.

Q. You say that you know his signature?

A. Ordinarily I would.

Q. Now, I wish you would look at the handwriting on the bottom of that statement, and the signature, and tell this Committee who wrote it.

A. That looks like J. T. Robison's signature.

Q. You know it is his signature?

A. Yes, I guess so.

Q. That is his writing?

A. Yes, sir.

Mr. Moses: I believe that we can make an agreement that will cover that.

Mr. Price: It is admitted that all these are genuine checks.

Mr. Allen: Now, gentlemen of the committee, we will offer that check. That check shows that it has been through the bank and paid on that account.

Austin, Texas, August 31, 1925.

TEXAS BANK & TRUST COMPANY

Pay to the order of cash.....$1000.00

One thousand and No/100.....Dollars

Expense.

J. T. ROBISON, Special.

(Endorsed on back):

J. M. Robison, M. D.

Pay to the order of any bank or banker or trust company 30-11. August 31, 1925. Previous endorsements guaranteed. National Bank of Commerce, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Q. Now, you are acquainted with Mr. Robison and the members of his family, both adopted and otherwise?

A. Yes, sir.

Q. Who is J. M. Robison, the man who cashed that check?

A. He is a son of J. T. Robison.

Q. He lives where?

A. I think he lives at Houston, Texas.

Q. And the check made payable to cash, bears the endorsement of J. M. Robison, M. D., appears to have gone through that bank in San Antonio, and then to Austin?

A. That looks like it.

Q. Now, I wish you would look at this check—whose handwriting is that?

Mr. Moses: It has been admitted—we have already made the admission that all of those checks were signed by J. T. Robison, the respondent in this case.

The check is as follows:

Austin, Texas, Oct. 14, 1925.

TEXAS BANK & TRUST COMPANY

Pay to cash or order.....$1000.00

One Thousand .....Dollars

J. T. ROBISON, Special.

There is a pencil notation on the corner of this check. I do not know who put it there, but if there is no objection I will read it. The notation is:

"Compare signatures."

(Endorsed on back):

J. T. Robison, Special.

Stamped "Paid" with stencil perforation.

Q. Now that check written for cash for one thousand dollars, dated October 14th, that was endorsed by this respondent?

A. Yes, sir.

Q. And this stamp here shows it has been paid?

A. Yes, sir.

Q. And that shows to have been cashed by Mr. Robison on this fund, this J. T. Robison Special fund?

A. Yes, sir.

Q. Now, that all of these are admitted, I will not prove the signatures and endorsements on the others.

Whereupon, the check as shown below was read:

Austin, Texas, 8/31, 1925.
TEXAS BANK & TRUST COMPANY
Pay to the order of
Dr. J. S. Wooten.....$300.00
Three Hundred and No/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Joe S. Wooten.
Stamped "Paid" with stencil perforation.

Q. Do you know who Dr. Joe S. Wooten is—that is Dr. Joe S. Wooten of Austin?

A. Yes, sir, I know him.

Q. Dr. Wooten was not in the employ of the General Land Office or any department of it, doing work for the State?

A. No, sir.

Q. That check was dated August 31, 1925?

A. Yes, sir.

Austin, Texas, October 5, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Dr. Geo. W. Cox or order $100.00
One Hundred Dollars.
J. T. ROBISON, Special.

(Endorsed on back):
Geo. W. Cox. Pay to the order of any bank, banker or trust company. October 7, 1925. Previous endorsements guaranteed. Del Rio Bank & Trust Co., Del Rio, Texas.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. October 8, 1925. Commercial National Bank, San Antonio, Texas.

Paid through Austin Clearing House, October 9, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

Q. Do you know who Geo. W. Cox is?

A. No, sir, I do not.

Q. He is a physician?

A. I do not know.

Q. Anyway, you do know that he is not in the employ of the Land Department of Texas in any capacity whatever?

A. He is not connected with the Land Office—he was not connected with the Land Office while I was there.

Q. And never had been while you were there?

A. No, I do not think so.

Austin, Texas, June 5, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Johnson Rubber Co. or order $300.00
Three Hundred Dollars.
J. T. ROBISON, Special.

(Endorsed on back):
Pay Citizens' State Bank, Austin, Texas, or order, Johnson Rubber Company.

Stamped "Paid" with stencil perforation.

Q. Now, that check for three hundred dollars was dated June 5, 1926?

A. Yes, sir.

Q. Now, will you look at that one? (Showing check to witness.)

(The check was thereupon identified as Exhibit 7 and was read in evidence, as follows):

Austin, Texas, April 10, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Johnson Rubber Co. or order $60.00
Sixty and 00/00 Dollars.
J. T. ROBISON, Special.

(Endorsed on back):
Pay Citizens' State Bank, 27, Austin, Texas, or order, 27, Johnson Rubber Co.

Stamped "Paid" with stencil perforation.

Received payment through Austin Clearing House. Citizens' State Bank, April 13, 1926 (perforated).

Q. Now, that check for $300 was payable to the Johnson Rubber Company, wasn't it? Mr. Whitwell—Johnson Rubber Company?

A. Yes, sir.

Q. And that was June 5, 1926. And this one is Johnson Rubber Company, April 10, 1926, isn't it?

A. Yes, sir.

Q. Now, who is this payable to? (Showing witness another check.)

A. Johnson Rubber Company.

Q. This is Johnson Rubber Company, October 4, 1926.

(The check was thereupon identified as exhibit 8, and was read in evidence, to-wit):

Austin, Texas, October 4, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Johnson Rubber Co., 502
Lavaca St., Austin, Texas.....$89.25

Eighty-nine and 25/100 Dollars.
Buick Car.
J. T. ROBISON.

(Endorsed on back):
Pay Citizens' State Bank, 27, Austin, Texas, or order, 27, Johnson Rubber Co.
Received payment through Austin Clearing House. Citizens' State Bank, October 5, 1926.
(Marked "Paid" perforated.)

Q. Now, to whom is that check made payable? (Showing witness another check.)
A. Johnson Rubber Company.
(The check was offered in evidence and was thereupon identified as Exhibit 9, as follows, to-wit):

Austin, Texas, June 24, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Johnson Rubber Co. or order $150.00
One Hundred and Fifty Dollars.
J. T. ROBISON,
(Signed in pencil, Special.)

(Endorsed on back):
Pay Citizens' Bank, 27, Austin, Texas, or order, 27.
Johnson Rubber Co.
Received payment through Austin Clearing House. Citizens' State Bank, June 25, 1925.
Perforated "Paid."
(Counsel handed witness another check, who examined it, and the check was identified as Exhibit 10, and offered in evidence, as follows, to-wit):

Austin, Texas, July 6, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to yourselves or order.....$501.33
Five Hundred One and 33/100 Dollars.
J. T. ROBISON.
Perforated "Paid."

Q. Now, that check has no endorsement. It was drawn by Mr. Robison, payable to "Yourselves," and with no endorsement on it when it was paid. That was money he collected himself, wasn't it—that five hundred and one dollars—from the bank?
Mr. Moses: We think the check speaks for itself—asking this witness who collected it, and he doesn't know.
Mr. Allen: Well, we will prove it later.
Judge Freeman: This is a printed form of check. Some of it I will omit unless some member desires that we read it all. It contains the notation "Ford," "Fordson," Barker Motor Co.

(The check was offered in evidence and was identified as Exhibit 11, and read, as follows, to-wit):

Austin, Texas, October 22, 1925.
On demand, pay to the order of Barker Motor Company.....$294.00
Two Hundred and 94 and no/100 Dollars.

(Written and printed): I have the above amount to my credit with drawee free of any liens and have authority to make this draft. Through this representation I have obtained above amount from Barker Motor Company.
Value received and charge same to account.
To Texas Bank & Trust Co., Austin, Texas.
Signed J. T. ROBISON,
Address, Land Office.
Stamped across face: No Pro
88-B8
Oct. 22, 1925.

(Endorsed): Pay to the order of American National Bank. For credit only. Barker Motor Company.
Stamped on back: Paid. Austin Clearing House, October 22, 1925. American National Bank.
Perforated "Paid."

Q. Now, that check is in favor of the Barker Motor Company, isn't it—$294.00?
A. Yes, sir.
Q. All right. Now, to whom is this payable? (Showing witness another check.)
A. Barker Motor Company.
(The check was identified as Exhibit 12 and was read in evidence as follows, to-wit):

Austin, Texas, June 23, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Barker Motor Co. or order $827.00
Eight Hundred Twenty-seven Dollars.
J. T. ROBISON, Special.

(Endorsed in stencil): Pay to the order of American National Bank, for credit only.
Stamped "Paid," Austin Clearing House, June 25, 1925. American National Bank.
(Perforated) "Paid."
Q. Now, that check there, signed by Mr. Robison for $200, payable to "Cash," without any endorsement on it, dated November 28, 1925, isn't it? (Showing check to witness.)
A. Yes, sir.

Q. Now, on that same date, is that check dated the same date? (Showing witness another check.)

A. No, that is June 28th.

Q. That is not the one I thought I had.

Mr. Allen (to Reporter): Will you identify that one, please?

(The check was identified as Exhibit 13 and was read in evidence, as follows):

Austin, Texas, November 28, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Cash or order.....$200.00

Two Hundred Dollars.

J. T. ROBISON, Special.

(No endorsement.)

Q. Now, whose writing is that? It has all been admitted, but you know the writing?

A. Yes; that is J. T. Robison's.

Q. Mr. Robison wrote that?

A. Yes, sir.

Q. That check was payable to "Cash," and is endorsed Mrs. J. T. Robison. Do you know her signature? (Showing check to witness.)

A. No, sir.

Q. And endorsed, "Mrs. J. T. Robison," and marked "Paid," isn't it?

A. Yes, sir.

Q. Mrs. J. T. Robison is the wife of the Commissioner, isn't she?

A. Yes, sir.

Q. A member of his family?

A. Yes, sir.

(The check was marked for identification Exhibit 14 and was read in evidence as follows:)

Austin, Texas, June 28, 1925.

TEXAS BANK & TRUST COMPANY

Pay to the order of cash.....$100.00

One hundred and 00/100.....Dollars

J. T. ROBISON, Special.

(Endorsed) Mrs. J. T. Robison. (Perforated) "Paid."

Q. That check is payable to "Self," isn't it, and is endorsed by Mr. Robison, isn't it? (Showing another check to witness.)

A. Yes, sir.

(The check was identified as Exhibit 15, and was offered in evidence as follows, towit:)

Austin, Texas, July 15, 1925.

TEXAS BANK & TRUST COMPANY

Pay to self or order.....$200.00

Two hundred .....Dollars

J. T. ROBISON, Special.

(Endorsed) J. T. Robison. (Perforated) "Paid."

Q. Do you know whether Commissioner Robison, when he was a candidate for office, did any business with The Venus Express in connection with his candidacy?

A. I didn't have any knowledge.

Q. That check is payable to whom? (Showing a check to witness.)

A. The Venus Express.

Q. What endorsement has it got on it?

A. Venus Express, by J. M. Usry.

Q. You don't know of your own personal knowledge what that check was given for?

A. Oh, no.

Q. But you do know that The Venus Express is a newspaper, don't you.

A. Well, I don't know—it may be, I don't know. I never had any business with it.

(The check was marked Exhibit 16 for identification, and was offered in evidence as follows, towit:)

Austin, Texas, 9-29-1928.

TEXAS BANK & TRUST COMPANY

10

Pay to The Venus Express $1——

or order 100

One and 10/100.....Dollars

J. T. ROBISON, Special.

(Endorsed, in pencil): Venus Express. By J. M. Usry. (Stamped): Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 8, 1928. San Antonio branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Also endorsed: Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. October 5, 1928. The Citizens Bank Unincorporated, Venus, Texas.

Another endorsement of the Federal Reserve Bank, Oct. 9, 1928. (Stamped.)

Q. That check is payable to the Barker Motor Company, as some others we introduced sometime past? (Showing witness another check.)

Ford, The Universal Car — Fordson

BARKER MOTOR CO.

505-511 Colorado Street

On Demand pay to the order of Barker Motor Company.....$48.85

Forty-five and 85/100.....Dollars

I have the above amount to my credit with drawee free of any claims and have

authority to make this draft. Through this representation I have obtained the above amount from Barker Motor Company.

Value received and charge same to account.

To Texas Bank & Trust Co., Austin.
Signed—J. T. ROBISON, Special.

(Endorsed, with stamp): Pay to the order of American National Bank. For credit only. Barker Motor Company.

Also stamped: "Paid." Austin Clearing House. July 25, 1925. American National Bank. (Perforated): "Paid."

Q. There is a check signed by J. T. Robison. Who is that payable to? (Showing witness check.)

A. It looks Central State Bank.

Q. Has it any other endorsement other than the bank upon which it was collected?

A. No, sir.

(The check was marked Exhibit 18 for identification and was offered in evidence as follows, towit:)

Austin, Texas, July 30, 1925.
TEXAS BANK & TRUST COMPANY
Pay to the order of
Central State Bank.....$100.00
One Hundred .....Dollars
J. T. ROBISON, Special.

(Stamped on face): No Pro 88-115.
(Endorsed by several banks' stamps, and marked "Paid" by perforation.)

Q. Now, there is a check drawn by Mr. Robison himself, not endorsed, for $300.00. (Showing witness another check.)

A. Yes, sir.

(The check was marked for identification Exhibit 19, and was offered in evidence as follows, towit:)

Austin, Texas, May 4, 1926.
TEXAS BANK & TRUST COMPANY
Pay to self or order.....$300.00
Three Hundred .....Dollars
J. T. ROBISON, Special.
(Perforated) "Paid."

Q. There is a check for $300 payable to Mr. Robison—"Self"—without any endorsement. (Showing check to witness.)

(The check was marked for identification Exhibit 20 and was read in evidence as follows:)

Austin, Texas, June 5, 1926.
TEXAS BANK & TRUST COMPANY
Pay to self or order.....$300.00
Three Hundred .....Dollars
J. T. ROBISON, Special.
(Perforated) "Paid."

Q. There is a check payable to "self," drawn the same month?

A. Drawn June 29, yes.

Q. All right. The other was June 29th?

(The check was marked for identification Exhibit 21, and was read in evidence as follows:)

Austin, Texas, June 29, 1926.
TEXAS BANK & TRUST COMPANY
Pay to self or order.....$167.28
One Hundred and Sixty-Seven
and 28/100 .....Dollars
J. T. ROBISON, Special.
(No endorsements. Perforated "Paid.")

Q. Now, there is a check signed by Mr. J. T. Robison, to the First National Bank. It has no endorsement on it except the bank it went through first? (Showing check to witness.)

A. No, sir.

(The check was marked for identification Exhibit 22, and was read in evidence as follows:)

Austin, Texas, June 10, 1926.
TEXAS BANK & TRUST COMPANY
Pay to First National Bank,
Lamesa, Texas, or order.....$100.00
One Hundred .....Dollars
J. T. ROBISON, Special.

(Marked in upper left corner in pencil:) O. K. W.K.C.

(Endorsed by stencil or stamps of two banks, the Fort Worth National Bank, Fort Worth, Texas, and First National Bank, Lamesa, Texas. Perforated, "Paid.")

Q. Here is one drawn by J. T. Robison on the Texas Bank & Trust Company of Austin, no endorsement on it? (Showing check to witness.)

(The check was marked for identification Exhibit 23, and was read in evidence as follows, towit:)

Austin, Texas, Jan. 8, 1929.
TEXAS BANK & TRUST COMPANY
Pay to Texas Bank & Trust
Co., or order $56.78
Fifty-six 78/100 .....Dollars
J. T. ROBISON, Special.
(No endorsements. Perforated "Paid.")

Q. Now, there is a check drawn payable to Mr. Robison, or order, for $500

on the Texas Bank & Trust Company, isn't it? Has no other endorsement on it except his—J. T. Robison's; went though the bank and was paid? (Showing check to witness.)

A. Yes.

(The check was marked for identification Exhibit 24, and was read in evidence as follows, towit:)

Austin, Texas, April 10, 1926.

TEXAS BANK & TRUST COMPANY

Pay to cash or order.....$500.00
Five Hundred .....Dollars
J. T. ROBISON, Special.

(Endorsed) J. T. Robison. (Perforated) "Paid."

Q. Now, there is a check payable to "Cash," signed "J. T. Robison, special, by wife," for $75.00, and no endorsement on it at all, and that was drawn by his wife? (Showing check to witness.)

Judge Freeman: Senator, there is no objection to this check?

Senator Price: I don't think there is, Judge.

Mr. Allen: I understood there was no objection to any of them, that we could just go ahead and prove these up.

Senator Price: Let me see them. I suppose it is all right.

Judge Freeman: I don't know whether that was in the agreement or not.

Senator Price: That is all right, they are admitted to be the signatures of his wife.

(The check was marked for identification Exhibit 25, and was read in evidence as follows, to-wit):

Austin, Texas, June 21, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Cash or order.....$75.00
Seventy-five and no/100 Dollars.
J. T. ROBISON, Special.
By Wife.

(No endorsement.)
Perforated "Paid."

(Judge Freeman read another check, which was marked for identification Exhibit 26, as follows, to-wit):

Austin, Texas, September 18, 1925.

Judge Freeman: I am not sure whether that is "10" or "18." Can you tell, Mr. Whitwell?

A. Where?

Judge Freeman: The date.

A. (Examining check.) It is "18," as well as I remember—9-18.

Austin, Texas, September 18, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Cash or order.....$54.00
Fifty-four and no/100 Dollars.
J. T. ROBISON, Special.
By Wife.

(In lower left-hand corner: "For Clyde Crover.")

No endorsements.

Perforated "Paid."

Q. Now, here is a check here (showing check to witness). Whom is that signed by? J. T. Robison, Special, on this same bank account, payable to Real Silk Hosiery Mills, Inc.?

A. Yes.

(The check was marked for identification Exhibit 27 and was read in evidence as follows, to-wit):

Austin, Texas, January 3, 1929.

TEXAS BANK & TRUST COMPANY.

Pay to Real Silk Hosiery Mills,
Inc., or order $15.52
Fifteen and 52/100 Dallars.
J. T. ROBISON, Special.

(Endorsed in stencil): Real Silk Hosiery Mills, 311 Littlefield Building, Phone 4604.

In ink: W. N. Patterson.

(Stamped): No. 140. Pay to the order of the Austin National Bank, J. L. Hunter, P. M. Also endorsed: Received payment through Austin Clearing House, January 8, 1929. The Austin National Bank.

Marked "Paid" by perforation.

Q. Does the Commissioner own a farm out here?

A. Yes, sir.

Q. That he operates?

A. Yes, sir.

Q. Is that check drawn by him—J. T. Robison, Special—on the same bank account, payable to the Farmers' Supply Company? (Showing check to witness.)

A. Yes, sir.

(The check was marked for identification Exhibit 28, and was read in evidence, as follows):

No. 6.

Austin, Texas, September 1, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Farmers'
Supply Co. $5.63
Five and 63/100 Dallars.
(in pencil) J. T. ROBISON, Special.

Stamped on back: Farmers' Supply Co., 209-211 East Fifth Street; Phone 2-3478, Austin, Texas.
Perforated "Paid."

Q. Is that check there signed by Mr. Robison on that same account—J. T. Robison, Special? (Showing check to witness.)
A. Yes, sir.
Q. On Texas Bank and Trust Company?
A. Yes, sir.
Q. This is payable to James Mercantile Company, isn't it?
A. Yes, sir.
Q. Who is the James Mercantile Company—here in this town?
A. I don't know.
(The check was marked for identification Exhibit 29, and was read in evidence as follows, to-wit):

Austin, Texas, January 9, 1929.
TEXAS BANK & TRUST COMPANY.
Pay to James Mercantile Co.,
or order $33.20
Thirty-three and 20/100 Dollars.
J. T. ROBISON, Special.
(Stamped on face of check): No Pro. 30-11.

(Endorsed on back): Pay to the order of National Bank of Commerce, 39, San Antonio, Texas, 39. For deposit to the credit of James Merc. Co. Also stamp of Austin Clearing House, and stamp of National Bank of Commerce, San Antonio, Texas.
Perforated "Paid."

Q. Here is one drawn on the same bank, isn't it, signed J. T. Robison, Special, payable to Heierman Industries, here in Austin? (Showing check to witness.)
A. Yes, sir.
Q. Do you know what they do?
A. Well, I think they are machine people.
Q. Machine people?
A. I don't know.
(The check was marked for identification Exhibit 30, and was read in evidence as follows, to-wit):

Austin, Texas, September 1, 1928.
(pencil) No. 5.
TEXAS BANK & TRUST COMPANY.
Pay to the order of (in pencil)
Heierman Industries $14.77
(ink)
Fourteen and 77/100 Dollars.
(In ink)
J. T. ROBISON, Special.
(In pencil.)

(Stamped on back): Pay to the order of Austin National Bank. For deposit only. Heierman Industries. (Stamp of Austin Clearing House.)
Perforated "Paid."

Q. Here is a little check for 75 cents, isn't it, drawn by Mr. Robison on the Texas Bank and Trust Company, payable to whom? (Showing check to witness.)
A. Comanche Chief.
Q. Do you know whether that is a newspaper?
A. Well, I take it that it is; I don't know.
Q. That check was given September 28, 1928, wasn't it?
A. Yes, sir.
(The check was marked for identification Exhibit 31, and was read in evidence as follows, to-wit):

Austin, Texas, September 28, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to The Comanche Chief,
of order ..... $ 75/100
Seventy-five Cents.
J. T. ROBISON, Special.

(Endorsed): By two or three banks. Marked "Paid" by perforation.

Q. Well, here is one drawn on that same bank account, isn't it—Texas Bank and Trust Company—J. T. Robison, Special. That is right, isn't it? (Showing check to witness.)
A. Yes, sir.
Q. Payable to the Driskill Laundry. You have got a laundry here in this town by the name of the Driskill Laundry, haven't you?
A. I think so; yes, sir.
Q. And that is endorsed Driskill Hotel Laundry, isn't it?
A. Yes, sir.
(The check was marked for identification Exhibit 32, and was read in evidence as follows, to-wit):

No. 21.
Austin, Texas, January 16, 1929.
Pay to the order of Driskill
Laundry $5.60
(Pencil.)
Five and 60/100 Dollars.
(In pencil.)
J. T. ROBISON, Special.

(Endorsed on back with stamp): Driskill Hotel Laundry. For deposit only. Pay to the order of Austin National Bank. The Driskill Hotel.
Stamp of Austin Clearing House.
Perforated "Paid."

Q. Now, there is one signed by J. T. Robison on the same bank. (Showing check to witness.)
A. Yes, sir.
Q. That check is for $151.25?
A. Yes, sir.
Q. Payable to the Austin Crockery and Hardware Company, isn't it?
A. Yes, sir.
(The check was marked for identification Exhibit 33, and was read in evidence as follows, to-wit):

Austin, Texas, January 22d, 1929.

TEXAS BANK & TRUST COMPANY.

Pay to Austin Crockery and
Hardware Co., or order.....$151.25
One Hundred and Fifty-one and 25/100 Dollars.
J. T. ROBISON, Special.

(Endorsed on back:) Austin Crockery & Hardware Co. Phone 7409. 511 Congress Ave. Austin, Texas.
(Stamped:) Payment received through Austin Clearing House. (Perforated): "Paid."

Q. Now, there is one drawn on that account, J. T. Robison, Special, on the same bank? (Showing check to witness.)
A. Yes, sir.
Q. It is for $12?
A. Yes, sir.
Q. Pay to the Consumers Home Ice Company. You have got an ice company here in Austin called the Consumers Home Ice Company, haven't you?
A. Yes, sir.
(The check was marked for identification Exhibit 34, and was read in evidence as follows, towit:)

Austin, Texas, Jany. 12, 1929.
(In pencil.)

TEXAS BANK & TRUST COMPANY

Pay to Consumers Home Ice
Co. or order $12.00
(In pencil) (pencil)
Twelve (pencil) .....Dollars
J. T. ROBISON, Special.

(Endorsed on back by stamp:) Pay to the order of the Texas Bank & Trust Co., Austin, Texas. Consumers-Home Ice Co. (Perforated:) "Paid."

Q. Now, there is a check drawn on that same account, isn't it—Texas Bank & Trust Company, signed by J. T. Robison, Special, for $92.53. Is that right? (Showing check to witness.)
A. Yes, sir.
Q. Pay to J. R. Williams, Tax Collector?
A. Yes, sir.
Q. Now, did you folks have to pay any taxes on the property of the State of Texas—on land property over there?
A. I don't know.
Q. That property over there belongs to the State of Texas, doesn't it?
A. Yes, sir.
Q. J. R. Williams, Tax Collector—he is Tax Collector of Travis County, isn't he?
A. Yes, sir.
Q. $92.53?
A. Yes, sir.
Q. You don't know whose taxes that was paying, do you?
A. No, sir.
(The check was marked for identification Exhibit 35, and was read in evidence as follows, to-wit:)

Austin, Texas, Jan. 17, 1929.
(Indelible pencil.)

TEXAS BANK & TRUST COMPANY

Pay to J. R. Williams, Tax
Collector $92.53
(Pencil)
Ninety-two and 53/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back, with stamp:) Pay to the order of Security Trust Co., Austin, Texas. J. R. Williams, Tax Collector, Travis Co., Texas. Pay to the order of the American National Bank, Austin, Texas. The Security Trust Co., Austin, Texas. (Stamped) "Paid." Austin Clearing House.
(Perforated) "Paid."

Q. Now, here is one drawn by J. T. Robison, Special, on Texas Bank & Trust Company? (Showing check to witness.)
A. Yes, sir.
Q. Pay to K. B. Storage Company. You have got a K. B. Storage Company here?
A. I don't know.
Q. Well, K. B. Storage Company—do you know that storage company?
A. No, sir.
Q. $25?
(The check was marked for identification Exhibit 36, and was read in evidence as follows, to-wit:)

Austin, Texas, Jany. 14, 1929.

TEXAS BANK & TRUST COMPANY

Pay to K. B. Storage Co.
or order $25.00
Twenty-five .....Dollars
J. T. ROBISON, Special.
(Endorsed on back with stamp:) K.

B. Storage Co. Phone 2-1200. 214-216 West 4th St., Austin, Texas. Stamp of Austin Clearing House.

(Perforated) "Paid."

Q. Do you know anything about Judge R. L. Batts loaning the Commissioner last November $500?

A. No, sir.

Q. Well, look at that check—the check was made to R. L. Batts? (Showing check to witness.)

A. Yes.

Q. Do you know anything about his loaning Mr. Robison $500 during the election in November?

A. No, sir, I don't.

Q. All right. This check is made payable to Judge R. L. Batts, with the word "Thanks" on it?

(The check was marked for identification Exhibit 37, and was read in evidence as follows, to-wit:)

Austin, Texas, Nov. 5, 1928.

TEXAS BANK & TRUST COMPANY

Pay to R. L. Batts or order.....$500.00
Five Hundred .....Dollars

J. T. ROBISON, Special.

(In the lower left hand corner written the word "Thanks," underscored. Endorsed on back: R. L. Batts. Stamp of the Austin Clearing House.

(Perforated) "Paid."

Q. Do you know of any seed of any kind being bought from Robert Nicholson Seed Company last October?

A Member: I can't understand the question.

Q. I will ask it again: Do you know anything about any seed being bought from the Robert Nicholson Seed Company in October last year for the Land Office?

A. No, I do not—I don't know.

Q. All right. That check is signed J. T. Robison, Special, isn't it? (Showing check to witness.)

A. Yes, sir.

Q. On this same bank account?

A. Yes, sir.

Q. It says, Pay to Robert Nicholson Seed Company, $24. Is that right?

A. Yes, sir.

Q. No endorsement on it except the Robert Nicholson Company and the bank?

(The check was marked for identification Exhibit 38, and was read in evidence as follows, to-wit:)

Austin, Texas, Oct. 13, 1928.

TEXAS BANK & TRUST COMPANY

Pay to Robert Nicholson Co.,
or order $24.00
Twenty-four and No/100.....Dollars

J. T. ROBISON, Special.

(Stamp of the American National Exchange Bank of Austin, Texas, and stamp of the Austin Clearing House.)

(Endorsed with stamp:) Pay to the order of the American National Exchange Bank, 358 Dallas, Texas, 358. Robert Nicholson Seed Co.

(Perforated) "Paid."

Q. That check was drawn on the same account by Mr. Robison, wasn't it? (Showing another check to witness.)

A. Yes, sir.

Q. Payable to the Southwestern Bell Telephone Company, $27.85?

(The check was marked for identification Exhibit 39, and was read in evidence as follows, to-wit:)

Austin, Texas, Nov. 1, 1928.

TEXAS BANK & TRUST COMPANY

Pay to S. W. Bell Telephone
Co., or order.....$27.85
Twenty-seven and 85/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back:) For deposit. Pay to the order of Austin National Bank, Austin, Texas. Southwestern Bell Tel. Co. Stamp of Austin Clearing House. (Perforated:) "Paid."

In the lower left hand corner of the check, in pencil, 69702 F.

Q. There is a check drawn on that same account by J. T. Robison, isn't it? (Showing check to witness.)

A. Yes, sir.

Q. That is pay to The Alvarado Bulletin, isn't it?

A. Yes, sir.

Q. That was paid last summer, wasn't it, November, 1928?

A. Yes.

(The check was marked for identification Exhibit 40, and was read in evidence as follows, to-wit:)

Austin, Texas, 9-29-1928.

TEXAS BANK & TRUST COMPANY

15

Pay to The Alvarado Bulletin $1——
or order 100
One and 15/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back:) Alvarado Bulletin (stamp), by C. F. Pardue, Ed. (in pencil). Stamp of Federal Reserve

Bank of Dallas, San Antonio, Texas. Stamp of Federal Reserve Bank,

All prior endorsements guaranteed, City National Bank, Dallas, Texas. (Perforated:) "Paid."

Q. Now, there is another one drawn on that account, pay to Robert Nicholson Seed Co.—is that right—$10.50? (Showing check to witness.)

A. Yes, sir.

Q. That is for five bushels of winter rye, isn't it?

A. Yes, sir.

Q. You all were not making any home brew over there, were you?

A. Not that I know of.

(The check was marked for identification Exhibit 41, and was read in evidence as follows, to-wit:)

Austin, Texas, Oct. 1, 1928.

TEXAS BANK & TRUST COMPANY

Pay to Robt. Nicholson Seed
Co., or order $10.50
Ten and 50/100 .....Dollars
J. T. ROBISON, Special.

In lower left hand corner: 5 bu. Winter Rye.

(Stamped on back with stamp of American Exchange National Bank, and stamp of Austin Clearing House. Also stamped: "Pay to order of American Exchange National Bank, 358 Dallas, Texas 358. Robert Nicholson Co." (Perforated:) "Paid."

Q. Now, here is a check drawn on that same account, payable to Paul O. Simms Company. What company is that, do you know?

A. Well, they are real estate and rental agents here, I think.

Q. The Land Commissioner's Office doesn't rent anything from them, do they?

A. Well, not that I know of.

Q. That is right. That is for $87.75.

(The check was thereupon identified as Exhibit No. 32, and is as follows):

Austin, Texas, 10-1, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to Paul O. Simms Co.,
or order $88.75
Eighty-eight and 75/100 Dollars.
J. T. ROBISON, Special.

(Endorsed on back): For deposit only. Paul O. Simms Company.

Received payment, October 3, 1928, The Austin National Bank, Austin Clearing House.

Stamped "Paid" with stencil.

Q. Here is another one to Merchants' Transfer Company on the same account. That is an Austin concern?

A. It seems to be.

(The check was thereupon identified as Exhibit 33, and is as follows):

Austin, Texas, 10-1, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to Merchants Transfer Co.,
or order $9.92
Nine and 92/100 Dollars.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of Austin National Bank, for deposit only. Merchants' Transfer and Storage Company.

Received payment through Austin Clearing House, October 8, 1928. The Austin National Bank.

Stamped "Paid" with stencil.

Q. Here is another one on the same account. That is a printing company, isn't it?

A. Yes, sir.

(The check was thereupon identified as Exhibit 34, and is as follows):

Austin, Texas, 9-29, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to Watford-Binion Printing Co., or order $5.00
Five and no/100 Dollars.
J. T. ROBISON, Special.

(Endorsed on back): Watford-Binion Printing Company, Lufkin Daily News, Lufkin Weekly News.

Pay to order of any bank, banker or trust company. October 4, 1928. Previous endorsements guaranteed. The First State Bank and Trust Company, Lufkin, Texas.

Pay to the order of any bank, banker or trust company. October 5, 1928. Prior endorsements guaranteed. The Houston National Bank, Houston, Texas.

Stamped "Paid" with stencil.

Q. Now, here is a check drawn on the same account of Mr. Robison for $15,000, payable to the Security Trust Company, Austin, Texas.

A. Yes, sir.

(The check was thereupon identified as Exhibit No. 35, and is as follows):

Austin, Texas, October 22, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Security Trust Company, Austin, Texas, or
order $15,000.00
Exactly Fifteen Thousand Dollars
Exactly.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the

order of the American National Bank, Austin, Texas, for deposit only. Security Trust Company.

Paid, Austin Clearing House, October 23, 1926. American National Bank.

Stamped "Paid" with stencil.

Q. Now, there is a check drawn on the same account for $5000, payable to Cash?

A. Yes, sir.

Q. No endorsement on that at all?

A. No.

(The check was thereupon read in evidence, identified as Exhibit 36, and is as follows):

Austin, Texas, 7-23, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Cash—Time deposit
or order $5,000.00
Five Thousand Dollars.
J. T. ROBISON, Special.

Stamped "Paid" with stencil.

Q. There is another check for $5000 of that money that was transferred to the Texas Bank and Trust Company and charged to that account, isn't it?

A. That was in 1925.

(The check was thereupon read in evidence, identified as Exhibit No. 37, and is as follows):

Austin, Texas, November 28, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Texas Bank and Trust Company, Austin, Texas, or order $5,000.00
Exactly Five Thousand Dollars. Exactly. Exactly. Dollars.
J. T. ROBISON, Special.

Stamped "Paid" with stencil.

Q. There is a slip showing that $15,000 of that money was transferred to the Texas Bank and Trust Company and charged to that account, October 15, 1925?

A. Yes, sir.

(The slip was thereupon read in evidence, identified as Exhibit No. 38, and is as follows):

Individual charge J. T. Robison,
Special. S. D. 728 .....$15,000
Austin, Texas, October 15, 1925.
Texas Bank and Trust Company.
Stamped "Paid" with stencil.

Q. That check is payable to E. M. Scarbrough & Sons, isn't it?

A. Yes, sir.

(The check was thereupon read in evidence, identified as Exhibit No. 39, and is as follows):

Austin, Texas, July 24, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to E. M. Scarbrough & Sons,
or order $8.00
Eight Dollars.
For three bags made of oilcloth.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of State National Bank, Austin, Texas, for deposit only. E. M. Scarbrough & Sons.

Paid through Austin Clearing House, July 27, 1925. State National Bank, Austin, Texas.

Stamped "Paid" with stencil.

Q. Now, when Mr. Robison was not in town, Mr. Walker drew the checks that were drawn on that account, didn't he?

A. I don't know.

Q. Well, let's see if he did. Now, there is a check drawn by J. H. Walker and signed J. T. Robison's name, on that same account, isn't it?

A. Yes, sir.

Q. Refund overpayment of inspection fee?

A. Yes, sir.

Q. He puts on the check what it is for, so it will show?

A. Yes, sir.

Q. When Mr. Walker wrote this one here he put on it what it was for, refund inspection fee in error?

A. Yes, sir.

Q. That is one that is by Mr. Walker?

A. Yes, sir.

Q. That one shows filing fees included in inspection checks?

A. Yes, sir.

Q. This one of Mr. Walker's shows expense trip to J. H. W. to San Antonio for reappraisements?

A. Yes, sir.

Q. The next one is refund inspection fee?

A. Yes, sir.

Q. The next one is by Mr. Walker?

A. Yes, sir.

Q. That is refund of payment, and so forth?

A. Yes, sir.

Q. The next one is for refund reappraisement fee?

A. Yes, sir.

Q. Land not subject to something?

A. Yes, sir.

Q. It says what it is for, doesn't it?

A. Yes, sir.

Q. The next one is by Mr. Robison?

A. Yes, sir.

Q. The next one is by Mr. Walker

for negatives of maps? Anyway, it gives what it is for?

A. Yes, sir.

Q. And the next one is by Mr. Walker in returning overpayments, and so forth?

A. Yes, sir.

Q. And the next one is by Walker, payment and so forth?

A. Yes, sir.

Q. Now, wherever Mr. Walker issued those checks, do you know of any check that he ever issued that he didn't put down on the check what it was for?

A. Well, I don't know of them, of course.

Q. All right. Those signatures there are all J. T. ROBISON, Special, by J. H. Walker?

A. Yes, sir.

Q. All of them?

A. Yes, sir.

Q. All of those?

A. Yes.

Q. These checks I hold in my hand were written by or signed by J. T. Robison, Special, by J. H. Walker, were they not?

A. Yes, sir.

Q. And with the exception of the checks we have here signed by Mr. Walker, they do not show those notations, do they?

A. No, sir.

Q. And these checks that we have here signed by Mr. Walker, in each and every instance they were given in payment for something connected with that fund in the Land Office?

A. Seem to be, yes, sir.

Mr. Allen: Put them in a separate envelope, and identify them, and we will consider them in evidence as soon as they look at them. These have all been identified, and I will hand them all over at one time.

Mr. Price: Judge Sinks, I just want to make this suggestion. There seems to be quite a number of checks there. I think there is no dispute about the signature, and that being the case we will very gladly let them go in and be considered as evidence and referred to as such, if it will save any time, without reading each one out separately. We would like to do that to save the time.

Mr. Allen: That is proper if he will make known the amounts of these checks, but there is no use introducing these before this body unless they know what it is. If we don't read them now we will have to read them when we go to argue this case, and we can't do that.

A Member: Would it not be just as well to print these checks in the Journal as a matter of record, and then each member would have it to refer to?

Mr. Allen: As far as I am concerned. I am going to adopt the suggestion made by counsel. The only object in introducing these checks is to show that each check shows what it was being written for, something connected with this reappraisement fund.

The checks were thereupon identified as Exhibit No. 40, and are as follows:

Austin, Texas, 9/25, 1925.

TEXAS BANK & TRUST COMPANY

Pay to Julian M. Bassett
or order $6.40
Six and 40/100 .....Dollars
Refund over payment of inspection fee.
J. T. ROBISON (Special).
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Julian M. Bassett. Pay to the order of any Bank, Banker or Trust Co. Previous endorsements guaranteed. Oct 1, 1925. Guaranty Bond State Bank, Alex P. Villaret, Cashier, San Antonio, Texas.

Stamped "Paid" with stencil.

Austin, Texas, 192

TEXAS BANK & TRUST COMPANY

Pay to H. S. Walker or order....$5.50
Five and 50/100.....Dollars
Expense trip J. H. W. to San Antonio a/c reappraisements.
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): H. S. Walker. Pay to the order of The American National Bank, Austin, Texas. General Land Office, J. T. Robison, Commissioner, J. D. Hedick, Receiver.

Paid Austin Clearing House, Sep. 9, 1925, American National Bank.

Stamped "Paid" with stencil.

Austin, Texas, Sep. 3, 1925.

TEXAS BANK & TRUST COMPANY

Pay to J. D. Hedick, Recv.
G. L. O. or order.....$3.50
Filing fees included in inspection checks.
J. T. ROBISON (Special)
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Pay to the order of The American National Bank, Austin, Texas. General Land Office, J. T. Robison, Commissioner, J. D. Hedick Receiver.

Paid Austin Clearing House, Sep. 5, 1925, American National Bank.

Stamped "Paid" with stencil.

Austin, Texas, Sep. 3, 1925.

TEXAS BANK & TRUST COMPANY

Pay to V. H. Osborn or order....$3.20
Three & 20/100.....Dollars
Refund inspection fee, pd. in error.
J. T. ROBISON (Special).
By J. H. WALKER, Chief Clerk.

(Endorsed on back): V. H. Osborn. Pay to order of any bank or banker. Prior endorsements guaranteed. Oct. 29, 1925. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil.

Austin, Texas, Sep. 2, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to J. D. Hedick, or order....$95.39
Ninety-five and 39/100 Dollars.
Expense a/c J. T. R.
J. T. ROBISON (Special).
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Pay to the order of the American National Bank, Austin, Texas. General Land Office, J. T. Robison, Commissioner; J. D. Hedick, Receiver.

Paid, Austin Clearing House, Sep. 3, 1925. American National Bank.

Stamped "Paid" with stencil.

Austin, Texas, Dec. 17th, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Hayden Miles, or order....$1.20
One and 20/100 Dollars.
To return overpayment on Section 22 A 44 Andrews.
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Hayden Miles. Pay to the order of any bank, banker or trust company. December 21, 1925. Previous endorsements guaranteed. Andrews State Bank, Andrews, Texas.

Pay to the order of any bank, banker or trust company. Prior endorsements guaranteed. December 22, 1925. First National Bank, Midland, Texas.

Pay to the order of any Federal Reserve Bank or Branch. December 24, 1925. Prior endorsements guaranteed, Farmers' and Merchants' National Bank, Fort Worth, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. December 26, 1925. Federal Reserve Bank of Dallas.

Austin, Texas, November 21.

TEXAS BANK & TRUST COMPANY.

Pay to J. W. Hamilton, Receiver,
or order $3.75
Three and 75/100 Dollars.
Fees included in C. E. Ogden's check for $10.15 received November 2, 1924, on Andrews State Bank.
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Pay to the order of the American National Bank, Austin, Texas. General Land Office, J. T. Robison, Commissioner; J. M. Hamilton, Receiver.

Paid, Austin Clearing House, November 23, 1925. American National Bank.

Stamped "Paid" with stencil.

Austin, Texas, November 13, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to H. H. Jefferies, or order..$2.46
Two and 46/100 Dollars.
To refund overpayment in item of $38.40 received June 30, 1925.
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
H. H. Jeffries, by Mrs. H. H. Jeffries.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. January 18, 1929. Laredo National Bank, Laredo, Texas.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. January 19, 1929. Alamo National Bank, San Antonio, Texas.

Paid, Austin Clearing House, January 21, 1929. American National Bank.

Stamped "Paid" with stencil.

Austin, Texas, November 13, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to A. M. Teague, or order....$1.60
One and 60/100 Dollars.
To refund sum received November 4, 1925, and erroneously credited to revaluation fund.
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): W. M. Teague. Gulf Service Station.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. The Fairmount Bank, Fairmount, Ga.; R. D. Rayno, Cashier.

Pay to the order of any bank or banker. All prior endorsements guaranteed. December 1, 1925. First National Bank, Chattanooga, Tenn.; W. H. DeWitt, Cashier.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. The National Bank

of Commerce, in St. Louis, December 3; R. F. McNally, Cashier.

Paid, Austin Clearing House, December 5, 1926. American National Bank.

Stamped "Paid" with stencil.

Austin, Texas, October 30, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Howell Johnson, or order..$6.40
Six and 40/100 Dollars.

In return of double payment on Section 28, block 142, H. B. & L., Pecos County.

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Howell Johnson. O. G. Robertson.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. November 5, 1925. First National Bank, Fort Stockton, Texas.

Pay to the order of any Federal Reserve Bank or Branch. November 6, 1925. Prior endorsements guaranteed. Farmers' and Merchants' National Bank, Fort Worth, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, October 29th, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to W. M. Malone, or order....$1.60
One and 60/100 Dollars.

In return of overpayment on north half Section 5, Tk B, P. S. Ward Co.

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): W. M. Malone.

Pay to the order of any bank, banker or trust company. October 31, 1925. Previous endorsements guaranteed. Spur National Bank, Spur, Texas.

Pay to the order of any bank, banker or trust company. November 3, 1925. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid, Austin Clearing House, November 1, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, October 26, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to John D. Miller, or order..$36.00
Thirty-six and no/100 Dollars.

For negatives of maps to use in revaluing land under act effective June 18, 1925.

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): For deposit only, Austin National Bank. Miller Blue Print Company.

Received payment through Austin Clearing House, October 29, 1925. The Austin National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, October 8, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to J. A. McWilliams, or order.$3.20
Three and 20/100 Dollars.

Return of payment made on south half Section 23, blk. A-22, Andrews county, which he did not own.

J. T. ROBISON, Special.

(Endorsed on back): J. A. McWilliams. C. E. Rollins. Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 24, 1925. The First State Bank, Seminole, Texas.

Pay to the order of any bank, banker or trust company. Oct. 27, 1925. All prior endorsements guaranteed. First National Bank, Fort Worth, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 2, 1925.

TEXAS BANK & TRUST COMPANY

Pay to J. M. Cormack or order...$32.00
Thirty-two and No/100.....Dollars

To refund reappraisement fee not received in time, land not subject to forfeiture.

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): J. M. Cormack, Joseph M. Cormack.

Pay to any bank, banker or trust company. All prior endorsements guaranteed. Oct. 5, 1925. The Atlanta National Bank, Lowry Bank & Trust Co., of Ga., The Atlanta and Lowry National Bank, Atlanta, Ga.

Pay to the order of any bank, banker or trust company. Oct. 7, 1925. Previous endorsements guaranteed. The Republic National Bank, Dallas, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 8, 1925. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9/30, 1925.

TEXAS BANK & TRUST COMPANY

Pay to Otto Stolley or order.....$80.00
Eighty and No/100.....Dollars
Erroneously deposited to this account. It was intended as first payment on purchase applications yet to be filed.

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back): Otto Stolley, for deposit. Paid, Austin Clearing House, Oct. 5, 1925. American National Bank.

Mr. Allen: I have a list of drafts, all of which were drawn on the same bank, on the same account.

Mr. Price: We will agree to print them all in the Journal.

Mr. Allen: I want to read the amounts of them. It is agreed that Mr. Robison drew these checks, all on that bank, and collected the money himself, drawn by him personally on this account. It is admitted that these checks were drawn by Mr. Robison at the dates and times shown in the checks, and for the amounts in money indicated. I will read the amounts of each check.

The checks were thereupon introduced in evidence, and the amounts of them read, and were identified as Exhibit No. 41, and are as follows:

Austin, Texas, Aug. 21, 1928.

TEXAS BANK & TRUST COMPANY

Pay to the order of The American National Bank.....$200.00
Two Hundred and No/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back): Paid. Austin Clearing House. Aug. 22, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

VAN HORN STATE BANK

Van Horn, Texas, April 14, 1926.

At Sight, Pay to the order of
Van Horn State Bank.....$150.00
One Hundred Fifty and No/100.Dollars

With exchange

I hereby represent that the amount drawn for in this draft is on deposit to my credit, in above bank, free from any claims and will so remain subject to this check, and I acknowledge that this amount has been paid to me upon my representation of such facts.

To Texas Bank & Trust Co., Austin, Texas.

Charge to account of
J. T. ROBISON, Special.
Customer's Draft.

(Endorsed on back): Pay to the order of any bank, banker or trust company. April 15, 1926. Previous endorsements guaranteed. Van Horn State Bank, Van Horn, Texas.

Pay to any bank, banker or trust company. April 16, 1926. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Received payment through Austin Clearing House. Apr. 19, 1926. The Austin National Bank.

Stamped "Paid" with stencil perforation.

STATE NATIONAL BANK

Alpine, Texas, 4-21, 1926.

On demand pay to the order of
State National Bank, Alpine
Texas $150.00
One Hundred Fifty and No/100..Dollars
To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.
Customer's Draft.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Apr. 22, 1926. Previous endorsements guaranteed. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Apr. 23, 1926. City National Bank, San Antonio, Texas, A. G. Engleke, Cashier.

Received payment through Austin Clearing House. Apr. 24, 1926. The Austin National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 24, 1926.

TEXAS BANK & TRUST COMPANY

Pay to San Angelo National
Bank or order.....$150.00
One Hundred and Fifty.....Dollars

J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Apr. 24, 1926. Previous endorsements guaranteed. San Angelo National Bank, San Angelo, Texas.

Paid. Austin Clearing House. Apr. 26, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

THE CORPUS CHRISTI NATIONAL BANK

$150.00

Corpus Christi, Texas, May 17, 1926.

At sight pay to the order of The Corpus Christi National Bank
One Hundred and Fifty.....Dollars
Value received and charge the same to account of
To Texas Bank & Trust Co.,
Austin, Texas.
J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. May 18, 1926. Corpus Christi National Bank, Corpus Christi, Texas.

Received payment through Austin Clearing House. May 20, 1926. The Austin National Bank.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK

Amarillo, Texas, June 15, 1926.

Pay to the order of First National Bank, Amarillo, Texas.....$200.00
Two Hundred and No/100.....Dollars
Value received and charge to account of with exchange.
To The Texas Bank and Trust Company,
Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker of trust company. Previous endorsements guaranteed. June 17, 1926. The First National Bank, Amarillo, Texas; H. E. Fuqua, Cashier.

Paid, Austin Clearing House. June 19, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, August 25, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Commercial National Bank of Uvalde, or order .....
One Hundred Dollars.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. August 25, 1926. Previous endorsements guaranteed. Commercial National Bank, Uvalde, Texas.

Pay to the order of any bank, banker or trust company. August 26, 1926. Previous endorsements guaranteed. National Bank of Commerce, San Antonio, Texas.

Paid, Austin Clearing House. August 27, 1926. American National Bank.

OZONA NATIONAL BANK.

Ozona, Texas, August 27, 1925.

At sight pay to the order of the Ozona National Bank, Ozona, Texas $100.00
One Hundred Dollars.

Value received and charge to account of
To Texas Bank and Trust Company, Austin, Texas.
J. T. ROBISON, Special.

Customer's draft.

(Endorsed on back): Pay to the order of any bank, banker or trust company. August 27, 1925. Previous endorsements guaranteed. Ozona National Bank, Ozona, Texas.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. August 29, 1925. Stockyards National Bank, Fort Worth, Texas.

Received payment through Austin Clearing House. August 31, 1925. Citizens' State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, August 25, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to Self, or order.....$20.00
Twenty Dollars.
J. T. ROBISON, Special.

Stamped "Paid" with stencil perforation.

STATE NATIONAL BANK.

Alpine, Texas, August 26, 1925.

On demand, pay to the order of State National Bank, Alpine, Texas $100.00
One Hundred Dollars.

To Texas Bank and Trust Company, Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. August 26, 1925. Previous endorsements guaranteed. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. August 27, 1925. First National Bank, El Paso, Texas.

Paid, Austin Clearing House, August 21, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK
OF PLAINVIEW.

Plainview, Texas, 6-23, 1926.

Pay to the order of First National Bank, Plainview, Texas $300.00
Three Hundred and no/100 Dollars.
Value received and charge the same to account of with exchange
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.
Customer's draft

(Endorsed on back): Pay to the order of any bank, banker or trust company. (All prior endorsements guaranteed.) June 23, 1926. The First National Bank, Plainview, Texas.

Stamped "Paid" with stencil perforation.

THE TEXARKANA NATIONAL BANK

Texarkana, Texas, July 2, 1926

National Bank $100.00
One Hundred Dollars

Pay to the order of Texarkana
Value received and charge to account of with exchange
To Texas Bank and Trust Company, Austin, Texas.
J. T. ROBISON, Special.
Customer's Draft.

(Endorsed on back): Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. July 2, 1926. Texarkana National Bank. Texarkana, Texas; R. M. Bone, Cashier.

Pay to the order of any bank or banker. All prior endorsements guaranteed. July 3, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

SAN JACINTO TRUST COMPANY.

Incorporated Under Texas Banking Laws, Houston.

Houston, Texas, July 9, 1926.

Pay to the order of San Jacinto Trust Company, Houston, Texas $200.00
Two Hundred Dollars.
Value received and charge same to account of
To Texas Bank and Trust Company, Austin, Texas.
J. T. ROBISON, Special.
San Jacinto Trust Company, Houston, Texas.

(Endorsed on back): Pay to the order of any bank, banker or trust company. July 10, 1926. Previous endorsements guaranteed.

Pay to order of Federal Reserve Bank of Dallas. July 10, 1926. All previous endorsements guaranteed. First National Bank, Houston, Texas.

Pay to the order of any bank or banker. All prior endorsements guaranteed. July 12, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, July 14, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Myself, or order.....$250.00
Two Hundred and Fifty Dollars.
J. T. ROBISON, Special.

(Endorsed on back): Please send me this by Bob.
J. T. ROBISON.
Insf.

Stamped "Paid" with stencil perforation.

Customer's Draft.

FIRST NATIONAL BANK.

Del Rio, Texas, July 28th, 1926.

Pay to the order of First National Bank, Del Rio.....$200.00
Two Hundred and 00/100 Dollars.
I have the money on deposit to pay this draft when presented with exchange.
To Texas Bank and Trust Company, Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. July 29, 1926. Previous endorsements guaranteed. First National Bank, Del Rio, Texas.

Paid. Austin Clearing House. July 30, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas. Aug. 18, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Self, or order.....$400.00
Four Hundred Dollars.
J. T. ROBISON, Special.

(Endorsed on back): J. T. Robison.

Stamped "Paid" with stencil perforation.

Austin, Texas, July 21, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Self, or order.....$500.00
Five Hundred Dollars.
J. T. ROBISON, Special.

(Endorsed on back): J. T. Robison.
Stamped "Paid" with stencil perforation.

Austin, Texas, 8-4, 1926.

TEXAS BANK & TRUST COMPANY.
Pay to Self, or order.....$200.00
Two Hundred Dollars.
J. T. ROBISON, Special.

Stamped "Paid" with stencil perforation.

FIRST NATIONAL BANK.

Fort Stockton, Texas, 9-9, 1927.

Pay to the order of First National Bank, Ft. Stockton.....$100.00
One Hundred Dollars.
With exchange.
To Texas Bank and Trust Company, Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sep. 9, 1927. First National Bank, Fort Stockton, Texas.

Pay to the order of any bank, banker or trust company. Sep. 12, 1927. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sep. 13, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

THE CENTRAL NATIONAL BANK
of San Angelo

San Angelo, Texas, Sept. 10, 1926.

Pay to the order of The Central National Bank $200.00
Two Hundred and 00/100.....Dollars
Value received and charge the same to account of with exchange.
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Spec.

(Endorsed on back): O. K. L. L. F.

Pay to the order of any bank, banker or trust company. Sep. 10, 1926. Previous endorsements guaranteed. The Central National Bank, San Angelo, Texas.

Stamped "Paid" with stencil perforation.

THE CITY NATIONAL BANK
of San Antonio
Established 1899

San Antonio, Texas, Sept. 15, 1925.

Pay to the order of The National Bank of Commerce, San Antonio, Texas $500.00
Five Hundred .....Dollars
Value received. With exchange and collection charges.
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Sep. 15, 1925. Previous endorsements guaranteed. National Bank of Commerce, San Antonio, Texas.

Paid. Austin Clearing House. Sep. 16, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9-21, 1927.

TEXAS BANK & TRUST COMPANY

Pay to the order of Cash.....$300.00
Three Hundred .....Dollars
J. T. ROBISON, Special.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9-23, 1927.

TEXAS BANK & TRUST COMPANY

Pay to the order of Abilene State Bank.....$50.00
Fifty .....Dollars
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Sept. 23, 1927. Previous endorsements guaranteed. Abilene State Bank, Abilene, Texas.

Pay to the order of any bank, banker or trust company. Prior endorsements guaranteed. Sept. 26, 1927. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK

Childress, Texas, Sept. 26, 1927.
$200.00

Pay to the order of The First National Bank, Childress, Texas
Two Hundred .....Dollars
Value received and charge to account of with exchange.
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Sep. 26, 1927. Previous endorsements guaranteed. The First National Bank, Childress, Texas.

Pay to the order of any bank, bank-

er or trust company. All prior endorsements guaranteed. Sep. 27, 1927. The First National Bank, Fort Worth, Texas, R. C. Martin, Cashier

Stamped "Paid" with stencil perforation.

FIRST STATE BANK

Texline, Tex., 9-30, 1927.

On demand pay to the order of
First State Bank, Texline
Tex. $50.00
Fifty ..... Dollars
With exchange. Value received and charge to account of
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.

The Guaranty Fund Bank.

Customer's Draft.

(Endorsed on back): Pay to the order of any bank, banker, bankers or trust company, or order. (All prior endorsements guaranteed.) Sept. 30, 1927. First State Bank, Texline, Texas. B. W. Baer, Cashier.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 3, 1927. First National Bank, Fort Worth, Texas, R. C. Martin, Cashier.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 4, 1927. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

THE SECURITY STATE BANK

Tahoka, Texas, Oct. 3, 1927.

Pay to the order of The Security
State Bank, Tahoka, Texas ... $100.00
One Hundred ..... Dollars
With exchange. For value received and charge the same to account of
To Texas Bk. & Tr. Co., Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank, banker or trust company. Prior endorsements guaranteed. Oct. 3, 1927. The Security State Bank, Tahoka, Texas.

Pay to the order of any bank or banker. Oct. 5, 1927. Prior endorsements guaranteed. First National Bank, Wichita Falls, Texas.

Paid. Austin Clearing House. Oct. 7, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK

Midland, Texas, Oct. 6, 1927.

Pay to the order of The First
National Bank of Midland,
Texas $50.00
Fifty ..... Dollars
With exchange. Value received and charge to account of
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back): Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 6, 1927. First National Bank, Midland, Texas.

Pay to the order of any bank, banker or trust company. Oct. 7, 1927. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Oct. 8, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY

Austin, Texas, Oct. 19, 1927.

Pay to Cash or order $150.00
One Hundred and Fifty ..... Dollars
J. T. ROBISON, Special.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK

Pecos, Texas, 11/21/25.

Pay to the order of First National Bank $200.00
Two Hundred and No/100 ..... Dollars
Cash.
Value received and charge to account of
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Nov. 2, 1925. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Received payment through Austin Clearing House. Nov. 4, 1925. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK OF EL PASO.

El Paso, Texas, Nov. 7, 1925.

Pay to the order of First National Bank of El Paso, Tex. $100.00
One Hundred no/100 ..... Dollars
with exchange.

Value received and charge to account of

To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to order of any bank, banker or trust company. All previous endorsements guaranteed. Nov. 9, 1925. First National Bank, El Paso, Texas.

Paid. Austin Clearing House. Nov. 12, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

THE FIRST NATIONAL BANK.

Pecos, Texas, Nov. 10, 1925.

Pay to the order of First National Bank of Pecos

One Hundred & no/100.....$100.00

Cash.

Value received and charge to account of

To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.

(Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Nov. 10, 1925. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Received payment through Austin Clearing House. Nov. 12, 1925. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

THE CITIZENS NATIONAL BANK OF ODESSA.

Odessa, Texas, Nov. 18, 1925.

Pay to the order of Citizens National Bank, Odessa, Texas.....$100.00

One Hundred Dollars no/100...Dollars with exchange.

Value received and charge to account of

To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Nov. 18, 1925. Previous endorsements guaranteed. Citizens National Bank, Odessa, Texas.

Pay to the order of any Federal Reserve Bank or Branch. Nov. 20, 1925. Previous endorsements guaranteed. Farmers & Mechanics National Bank.

Pay to the order of any bank, or banker. Previous endorsements guaranteed. Nov. 21, 1925. Federal Reserve Bank.

Stamped with stencil perforation.

NATIONAL BANK OF COMMERCE.

San Antonio, Texas, Nov. 30, 1925.

Pay to the order of National Bank of Commerce, San Antonio $100.00

One Hundred no/100.....Dollars

Value received and charge to account of

To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Nov. 30, 1925. Previous endorsements guaranteed. National Bank of Commerce, San Antonio, Texas.

Paid. Austin Clearing House. Dec. 1, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

ROBERT J. KLEBERG & COMPANY, BANKERS.

(Unincorporated.)

Kingsville, Texas, Dec. 8, 1925.

Pay to the order of Cash.....$150.00

One Hundred Fifty.....Dollars with exchange.

Value received and charge to account of

To Texas B. & T. Co., Austin, Texas.

J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Dec. 8, 1925. R. J. Kleberg & Co., Unincorporated. C. P. House, Cashier, Kingsville, Texas.

Pay to the order of any bank or banker. Previous endorsements guaranteed. Dec. 9, 1925. Without recourse on us. South Texas Commercial Nat'l Bank, Houston, Texas.

Received payment through Austin Clearing House. Dec. 11, 1925. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

THE MARFA BANK OF MARFA, TEXAS.

Marfa, Texas, Dec. 15, 1925.

Pay to the order of Marfa State Bank $250.00

Two Hundred Fifty & no/100....Dollars with exchange.

To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Dec. 15, 1925. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.

Paid. Austin Clearing House. Dec. 18, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, Dec. 18, 1925.

Pay to First National Bank or order $100.00
One Hundred .....Dollars

J. T. ROBISON Special.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Dec. 18, 1925. (Previous endorsements guaranteed.) First National Bank, Fort Stockton, Texas.

Pay to the order of any Federal Reserve Bank or Branch. Dec. 19, 1925. Prior endorsements guaranteed. Farmers & Mechanics National Bank, Ft. Worth, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Dec. 21, 1925. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, Dec. 19, 1925.

Pay to First National Bank, Fort Stockton, or order....$100.00
One Hundred .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. (Previous endorsements guaranteed.) Dec. 21, 1925. First National Bank, Fort Stockton, Texas.

Pay to the order of any Federal Reserve Bank or Branch. Dec. 24, 1925. Prior endorsements guaranteed. Farmers & Mechanics National Bank, Ft. Worth, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Dec. 26, 1925. Federal Reserve Bank of Dallas.

Stamped with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 12-22-25.

Pay to First National Bank of Pecos, or order $100.00
One Hundred and no/100 .....Dollars.

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Dec. 22, 1925. First National Bank, Pecos, Texas.

Received payment through Austin Clearing House, Dec. 24, 1925, the Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

FIRST NATIONAL BANK.

Del Rio, Texas, Dec. 28, 1925.

United States Government Depositary.

Pay to the order of First National Bank, Del Rio, Texas..$300.00
Three Hundred and no/100 ....Dollars.

I have the money on deposit to pay this draft when presented. With exchange.

To Texas Bank & Trust Co., Austin, Texas.

J. T. ROBISON, Special.

Customer's Draft.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Dec. 29, 1925. Previous endorsements guaranteed. 1st National Bank, Del Rio, Texas.

Paid, Austin Clearing House. Dec. 30, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

Q. That check there was drawn on the Texas Bank and Trust Company, Austin, Texas, wasn't it?

A. Yes, sir.

Q. By J. T. Robison, Special?

A. Yes, sir.

Q. That is for $300.00?

A. Yes, sir.

Q. Payable to Chas. S. Venable, $300.00. Dr. Venable was one of the doctors who attended him when he was sick?

A. Yes, sir.

Q. That is true?

A. I suppose so, but personally I never heard of the man before. I don't know that it is true.

Q. Dr. Venable and Dr. Wooten and Dr. Cox were all there, were they, or not?

A. I don't know.

Q. You don't know?

A. I don't know.

The check was thereupon introduced in evidence, identified as Exhibit No. 42, and is as follows:

THE CITY NATIONAL BANK
of San Antonio.
Established 1899.

San Antonio, Texas, Sept. 21, 1925.
Pay to the order of Dr. Chas.
S. Venable $300.00
Three Hundred .....Dollars
with exchange & collection charges.
Value received.
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Pay to order of Alamo National Bank, San Antonio, Texas. C. S. Venable.
Pay to the order of any bank, banker or trust company. Sep. 23, 1925. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Received payment through Austin Clearing House. Sep. 24, 1925. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

Q. Now, without stopping to read these, I will ask you to look at the signatures; run through them and look at the signatures.

A. I think those are the genuine signatures of J. T. Robison.

Mr. Allen: The same agreement goes as to them. I won't stop to read them. These are identified and introduced in evidence, and are to be used by either side.

The checks were thereupon identified as Exhibit No. 43 on the folder, and are as follows:

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Nov. 3, 1928.
Pay to Jesse Akins, or order.....$14.50
Fourteen & 50/100.....Dollars
J. T. ROBISON, Special.
(Stamped) Nov. 5, 1928.
(Endorsed on back):
Jessie Akins. Caldwell & Miller, For Deposit Only.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 10-20, 1928.
Pay to the order of Slaward
Brown $4.00
Four ..... Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Slaward Brown.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, July 16, 1925.
Pay to the order of Walling &
Bradfield $78.86
Seventy-eight & 86/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Walling & Bradfield for deposit.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Nov. 25, 1925.
Pay to Wm. Sparks, or order....$150.00
One Hundred & Fifty.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Wm. Sparks. Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Dec. 2, 1925. R. J. Kleberg & Co., Unincorporated, C. P. House, Cashier, Kingsville, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 31, 1925.
Pay to Wm. Sparks, or order....$275.00
Two Hundred & Seventy-five....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Wm. Sparks.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 11-28-1928.
Pay to Pitinnak, or order.....$7.25
Seven and 25/.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. H. Pitinnak. Received payment through Austin Clearing House, Nov. 28, 1928. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

STATE NATIONAL BANK.
Alpine, Texas, 12-23-1926.
On Demand.
Pay to the order of State National Bank, Alpine, Texas....$50.00
Fifty ..... Dollars
To Texas Bank & Trust Co., Austin, Texas.
J. T. ROBISON, Special.
Customer's Draft.
(Endorsed on back):
Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Dec. 23, 1926. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Dec. 27, 1926. City National Bank, San Antonio, Texas., A. G. Engelke, Cashier.

Received payment through Austin Clearing House, Dec. 28, 1926. The Austin National Bank.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 9-1-1928.

Pay to the order of Isaac Phelps..$7.00
Seven ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Isaac Phelps.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, Sept. 1, 1928.

Pay to the order of Cleo Prince...$2.86
Two & 86/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Cleo Prince. Lee Carmill. For deposit to the credit of The Texas Company, by Rubitz.

Received payment through Austin Clearing House, Sep. 5, 1928, The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 9-1-1928.

Pay to the order of Dr. Pease....$32.00
Thirty-two ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

N. F. Pease. Received payment through Austin Clearing House, Sept. 8, 1928, The Austin National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 9-8-1928.

Pay to the order of Cleo Prince..$20.00
Twenty ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Cleo Prince.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 9-8-1928.

Pay to the order of Isaac Phelps..$7.00
Seven ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Isaac Phelps.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 9-15-1928.

Pay to the order of Cleo Prince..$20.00
Twenty ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Cleo Prince. For deposit only. Campbell Serv. St.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, Sept. 12, 1928.

Pay to the order of Isaac Phelps..$10.00
Ten ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Isaac Phelps. Bobbie Robison. Caldwell & Miller. For deposit only.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, Sept. 22, 1928.

Pay to the order of K. B. Storage Co. $255.09
Two Hundred Fifty-five & 09/100 ..... Dollars

J. T. ROBISON, Special.

(Endorsed on back):

K. B. Storage Co., Phone 2-1200, 214-216 West 4th St., Austin, Texas.

Received payment through Austin Clearing House. Sep. 24, 1928. The Austin, Nat'l Bank.

Stamped "Paid" with stencil perforation.

AUSTIN BANK & TRUST COMPANY.

Austin, Texas, 10-1-1928.

Pay to Austin Machine & Grinding Co., or order.....$17.40
Seventeen & 40/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Austin Machine & Grinding Co.

Received payment through Austin Clearing House. Oct. 4, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, 10-1-1928.

Pay to F. & G. Cotton Oil Co., or order $6.60
Six & 60/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Deposit for account Farmers & Ginners Cotton Oil Co.

Paid through Austin Clearing House. Oct. 3, 1928. Republic Bank & Trust Company, Austin, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Oct. 10, 1928.
Pay to W. W. Beall, or order....$4.70
Four & 70/00.....Dollars
J. T. ROBISON Special.
(Endorsed on back):
W. W. Beall.
Pay to the order of any bank, banker or trust company. Oct. 20, 1928. Previous endorsements guaranteed. The First National Bank, Sweetwater, Texas.
Pay to the order of any bank, banker or trust company. Oct. 20, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Oct. 23, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 10-20-1928.
Pay to the order of Jesse Akins..$12.00
Twelve .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Jessie Akins.
Paid. Austin Clearing House. Oct. 23, 1928. American National Bank.
Pay to the order of the American National Bank. For deposit only. Franzetti Grocery Co.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Oct. 25, 1928.
Pay to the order of O. B. Pennington $120.00
One Hundred Twenty.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
O. B. Pennington.
Paid. Austin Clearing House. Oct. 26, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Nov. 20, 1928.
Pay to Geo. W. Beaver, or order.$26.00
for stamps, campaign
Twenty-six .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Geo. W. Beaver.
Paid. Austin Clearing House. Nov. 24, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 11-21-1928.
Pay to Texas Bank & Trust Co.,
Austin, Texas, or order.....$27.10
Twenty-seven 10/100 .....Dollars
J. T. ROBISON, Special.
Postal Life Ins. Co.
No. Pro. Nov. 21, 1928.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 11-21-1928.
Pay to the order of J. C. Penney Co. $1.98
One & 98/100.....Dollars
I have the above to my credit with drawee, and have the authority to make this draft. Through this representation I have obtained the above amount from payee. Value received. O.K. 3-14. Land Office.
J. T. ROBISON, Special.
Land Office.
(Endorsed on back):
For deposit only with Texas Bank & Trust Co. J. C. Penney Co.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Nov. 21, 1928.
Pay to W. B. Smith, or order....$5.00
Five .....Dollars
No. pro. Nov. 21, 1928.
Land Office.
J. T. ROBISON, Special.
(Endorsed on back):
W. B. Smith.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 21, 1928.
Pay to order of Walling & Bradfield $19.20
Nineteen & 20/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
For deposit only Walling & Bradfield.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 14, 1928.
Pay to Austin M. & G. Co., or order $15.95
Fifteen & 95/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Austin Machine & Grinding Co.
Received payment through Austin Clearing House. Dec. 15, 1928. The Austin Nat'l Bank.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 19, 1928.
Pay to Lee Poolan, or order . . . $14.00
Fourteen .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Lee Poolan, 501 East 15 St. Mrs. Bessie Bowen.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 22, 1928.
Pay to Isaac Phelps, or order . . . $20.00
Twenty .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
I. Frank Estate, Per J. H. F. Isaac Phelps.
Paid. Austin Clearing House. Dec. 27, 1928. American National Bank.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 22nd, 1928.
Pay to George Arnold, or order . . $14.00
Fourteen .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
George Arnold. For deposit to the account of W. T. Farley, Inc.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST CO.
OF AUSTIN.
Austin, Texas, January 5, 1928.
Pay to the order of Isaac Felps . . $16.00
Sixteen .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Isaac Felps. Bobbie Robison.
Stamped "Paid" with stencil perforation.

THE AMERICAN NATIONAL BANK
Austin, Texas, Jan. 8, 1929.
Pay to the order of The American National Bank of Austin, Texas $50.00
Fifty & no/100 .....Dollars
with exchange.
Value received and charge the same to the account of
To Texas Bank & Trust Co., City.
J. T. ROBISON, Special.
Customer's Draft.
(Endorsed on back):
Paid. Austin Clearing House. Jan. 9, 1929. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, January 11, 1929.
Pay to U. S. McCutcheon, or order $23.30
Twenty-three & 20/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
U. S. McCutcheon.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jan'y 14, 1929.
Pay to Lookes Cafe, or order.....$5.00
Five ..... Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Looke's Cafe.
Paid. Austin Clearing House. Jan. 16, 1929. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jany. 19, 1929.
Pay to the order of George Arnold $17.25
Seventeen & 25/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
George Arnold.
Caldwell & Miller. For deposit only.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jany. 19, 1929.
Pay to the order of Willie Casmer . $2.50
Two & 50/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Willie Casmer. Pat. Markes.
Received payment through Austin Clearing House. Jan. 22, 1929. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jany 21, 1929.
Pay to Jno. C. Ross, or order....$50.00
Fifty & no/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of The Austin Nat'l Bank, Jno. C. Ross Hardware Co.
Received payment through Austin

Clearing House, Jan. 24, 1929. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 9-29-1928.

Pay to P. E. Pope, or order.....$2.40
Two & 40/100 .....Dollars
No protest.
J. T. ROBISON, Special.
(Endorsed on back):
P. E. Pope.

Pay to the order of any bank, banker or trust company. Oct. 3, 1928. Previous endorsements guaranteed. First National Bank, Alvarado, Texas.

Pay to the order of any bank, banker or trust company. Oct. 4, 1928. Previous endorsements guaranteed. American Exchange National Bank.

Received payment through Austin Clearing House. Oct. 5, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 29, 1928.

Pay to Tom Thigpen, or order....$2.10
Two & 10/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Tom Thigpen. H. Hunter Grocery.

Pay to the order of any bank, banker or trust company. Previous endorsement guaranteed. Oct. 8, 1928. First National Bank, Graham, Texas.

Pay to the order of any bank, banker or trust company. Oct. 9, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Oct. 10, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sep. 4, 1925.

Individual charge J. T. Robison, Special.
Sam Sparks .....$150.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jany 10, 1929.

Pay to Bob Robison, or order....$50.00
Fifty ..... Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Bobbie Robison.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, June 17, 1925.

Pay to the order of J. W. Avary..$4.80
Four & 80/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. W. Avary.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Jun 26, 1925. Federal Reserve Bank of Dallas, Texas.

Pay to the order of any bank, banker or trust company. June 26, 1925. Previous endorsements guaranteed. American Exchange National Bank of Dallas, Texas.

Jul. 1, 25. Pay any bank, banker or trust company. All previous endorsements guaranteed. The Citizens State Bank, Barstow, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 6-25-1925.

Individual charge J. T. Robison.
Cr. to J. T. Robison Special a/c.$113.26

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, June 27, 1925.

Pay to the order of Wallace Wren.$9.75
Nine and 75/100 .....Dollars
Land Office.
J. T. ROBISON, Special.
(Endorsed on back):
Wallace Wren.

Pay to the order of Texas Bank & Trust Co. For Credit of Henry Wukasch.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, June 30, 1925.

Pay to Otto Stalle, or order.....$20.00
Twenty ..... Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Otto Stalley.

Paid. Austin Clearing House. Jul 1, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jul. 2, 1925.

Pay to Citizens State Bank,
Austin, Texas, or order.....$88.34
Eighty-Eight & 34/100.....Dollars
J. T. ROBISON.

(Endorsed on back):
Received payment through Austin Clearing House. July 6, 1925, Citizens State Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas. 7-9-1925.

Pay to C. A. Dahlich, or order...$19.30
Nineteen & 30/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Pay to the order of American National Bank, Austin, Texas. C. A. Dahlich.
Paid. Austin Clearing House. July 15, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, July 10, 1925.

Pay to W. H. Allard, or order....$2.00
Two ..... Dollars
J. T. ROBISON, Special.

(Endorsed on back):
W. H. Allard.
Pay to order of the Federal Reserve Bank, Dallas, Texas, or any bank, banker trust company. Jul. 20, 1925. All prior endorsements guaranteed. First National Bank, Fort Worth, Texas.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Jul. 21, 1925. Federal Reserve Bank of Dallas.
Jul., 1925. Pay any bank, banker or trust company. All previous endorsements guaranteed. The Citizens State Bank, Barstow, Texas.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 7-13-1925.

Pay to the order of The Walter
Tips, Company, Austin, Texas.$24.75
Twenty-four and 75/100 .....Dollars
I have the above amount to my credit with drawee and have authority to make this draft. Through this representation I have obtained the above amount from payee. Value received.
J. T. ROBISON, Land Office.
Charge Special Acct.
(Endorsed on back):
Pay to the order of The Austin National Bank. Jul. 14, 1925. For deposit. The Walter Tips Company.
Received payment through Austin Clearing House. Jul. 15, 1925. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, July 29, 1925.

Pay to the order of Commercial
Nat'l Bank, Brady, Texas.....$25.00
Twenty-Five ..... Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. July 29, 1925. Commercial National Bank, Brady, Texas, W. D. Crothers, Cashier.
Pay to the order of any bank, banker or trust company. July 30, 1925. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. July 31, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 8-18-1925.

Individual charge.
J. T. ROBISON, Special.
Rets.
88-6 El Paso End.....26.10
88-6 El Paso End.....19.40
45.50
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 11-5-1925.

Individual charge.
J. T. ROBISON, Special.
Ret. Ck.
A. J. Parker Roscoe Insp.....$12.80
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Nov. 6, 1925.

Pay to the order of J. D. Hedick,
Receiver $4.50
Four & 50/ 100.....Dollars
Fees included in checks for inspection.
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of The American National Bank, Austin, Texas. General Land Office, J. T. Robison, Commissioner. J. D. Hedick, Receiver.
Paid. Austin Clearing House. Nov. 7, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 11-7-1925.

Individual charge.
Ret. Ck J. T. ROBISON, Special.

E. W. Heath Seagrades a/c Clo...6.41
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Nov. 27, 1925.
Individual charge.
J. T. ROBISON, Special.
Harris Bell—Crn Natl—Insp Fils.$16.86
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 5, 1925.
Pay to Robert J. Kleberg & Co.,
Kingsville, Texas, or order...$50.00
Fifty .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of any bank or banker. (Prior endorsements guaranteed.) Dec. 8, 1925. South Texas Commercial Bank, Houston, Texas.
Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Dec. 7, 1925. R. J. Kleberg & Co., Unincorporated, C. P. House, Cashier, Kingsville, Texas.
Received payment through Austin Clearing House. Dec. 9, 1925. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

Q. And these?
A. These seem to be genuine signatures of Mr. Robison and Mr. Walker.
Q. Those checks are checks drawn on the same bank account?
A. Yes, sir.
Mr. Allen: The same agreement applies. They are all introduced in evidence, and either side can use them at any time during the trial.

The folder containing the checks was thereupon marked Exhibit No. 44 for identification, and the checks are as follows:

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 1-18, 1929.
Pay to American Bakery, or order.$5.00
Five .....Dollars
J. T. ROBISON, Special.
Pay Republic Bank & Trust Co., Austin, Texas, or order. American Bakery & Cafe, Mrs. Jno. Middleton.
Pay through Austin Clearing House. Jan. 19, 1929. Republic Bank & Trust Co., Austin, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 7-5-1927.
Individual charge.
J. T. ROBISON, Special.
E. Hayes Sicker, Crosbyton, Texas.6.40
Insp.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 7-28-1927.
Pay to Southwestern Bell Telephone Co., or order.....$19.20
Nineteen & 20/100.....Dollars
Rwal Acct 1925
6390-692706970 L. G.
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
(Endorsed on back):
For deposit. Pay to the order of Austin National Bank, Austin, Texas. Southwestern Bell Tele. Co.
Received payment through Austin Clearing House. July 30, 1927. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Aug. 19, 1927.
Pay to Western Union Tel. Co.,
or order $7.77
Seven & 77/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
(Endorsed on back):
Pay to the order of the Austin National Bank, Austin, Texas. For deposit to credit of the Western Union Telegraph Co.
Received payment through Austin Clearing House. Aug. 22, 1927. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Aug. 19, 1927.
Pay to Southwestern Bell Tel. Co.,
or order $15.25
Fifteen & 25/100.....Dollars
6927-6390-6970 L. F.
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
For deposit. Pay to the order of Austin National Bank, Austin, Texas. Southwestern Bell Tel. Co.
Received payment through Austin Clearing House. Aug. 23, 1927. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 8-28-1927.

Pay to Western Union Tel. Co.
or order $10.68
Ten & 68/100.....Dollars
Rwal Act. 1925
J. T. ROBISON, Special
By I. H. WALKER, Cf. Ck.

(Endorsed on back):

Pay to the order of The Austin National Bank, Austin, Texas. For deposit to credit of The Western Union Telegraph Co.

Received payment through Austin Clearing House. July 29, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 9-5-1927.

Pay to Underwood Typewriter
Co., or order.....$55.03
Fifty-five & 03/100.....Dollars
Machine for use in revaluing.
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.

(Endorsed on back):

Pay to the order of South Texas Commercial National Bank, Houston, Texas, Underwood Typewriter Co.

Pay to the order of any bank or banker. (Prior endorsements guaranteed.) Sep. 9, 1927. South Texas Commercial National Bank, Houston, Texas.

Received payment through Austin Clearing House. Sep. 10, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 15, 1927.

Pay to Western Union Tel. Co.,
or order $5.78
Five & 78/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.

(Endorsed on back):

Pay to the order of The Austin National Bank, Austin, Texas. For deposit to credit of The Western Union Telegraph Co.

Received payment through Austin Clearing House. Sept. 19, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 16, 1927.

Pay to Southwestern Bell Tel.
Co., or order.....$23.15
Twenty-Three & 15/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.

6390
6970
6927 L. F.

(Endorsed on back):

For deposit. Pay to the order of Austin National Bank, Austin, Texas. Southwestern Bell Tel. Co.

Received payment through Austin Clearing House. Sep. 20, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 1-4-1926.

Pay to Miller Blue Print Co.,
or order $6.35
Six & 35/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.

Negatives for maps
to revalue land
under Act of 1925.
NO PRO.

(Endorsed on back):

For deposit only. Austin National Bank, Miller Blue Print Co.

Received payment through Austin Clearing House, Jan. 6, 1926. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Jany 5, 1926.

Pay to E. F. Shotwell, or order..$30.06
Thirty & 06/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.

(Endorsed on back):

E. F. Shotwell.

Pay to the order of any bank, banker or trust company. May 10, 1926. Previous endorsements guaranteed. Citizens National Bank, Abilene, Texas.

Pay to the order of any bank, banker or trust company. May 11, 1926. Previous endorsements guaranteed. American Exchange National Bank of Dallas, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. May 12, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, April 10, 1926.

Pay to the order of Morgan
Printing Co. $20.00

Twenty & no/100 .....Dollars
For Stationery to be used under Oct. a/c 1925 for reval. land, and charge to account of
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
To Texas Bank & Trust Co., Austin, Texas.
(Endorsed on back):
For Deposit Only. Morgan Printing Co.
Paid. Austin Clearing House. Apr. 13, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 4-10-1926.
Individual charge J. T. Robison, Special. Ret. Ck.
Ben F. Crabtree, Dallas.....$6.40
Unable to locate a/c
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 6-22-1926.
Pay to F. L. Patty, or order.....$4.00
Four & no/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
Rent of typewriter
used under revaluation
Act. of 1925. NO PRO.
(Endorsed on back):
Pay to the order of Austin National Bank. For deposit only. F. L. Patty.
Received payment through Austin Clearing House. June 24, 1926. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, July 20, 1926.
Pay to Southwestern Bell Tel.
Co., or order $20.95
Twenty & 95/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
To adjust telephone a/c
with expend. under re-
valuation Act. of 1925.
(Endorsed on back):
For Deposit. Pay to the order of Austin National Bank, Austin, Texas. Southwestern Bell Tel. Co.
Received payment through Austin Clearing House. Jul. 23, 1926. The Austin Nat'l Bank.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, July 20, 1926.
Pay to Western Union Tel. Co.,
or order $11.88
Eleven & 88/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
Tel. calls exp. re-
valuation of land
Act, 1925.
NO PRO
(Endorsed on back):
Pay to the order of American Exchange Nat'l Bank, Dallas, Texas. For deposit to the credit of The Western Union Telegraph Company.
Received payment through Austin Clearing House. Jul. 22, 1926. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas,
Individual Charge J. T. Robison.
O. K. By Mr. Sparks, W. B.
Overdraft $5.00
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Aug. 26, 1926.
Pay to Western Union Tel. Co.,
or order $6.68
Six and 68/100.....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
In adjustment of tolls
under revaluation
act. of 1925.
(Endorsed on back):
Pay to the order of The Austin National Bank, Austin, Texas. For deposit to credit of The Western Union Telegraph Co.
Received payment through Austin Clearing House. Aug. 28, 1926. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 9, 1926.
Pay to Southwestern Bell Tel. Co.,
or order $7.90
Seven & 90/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
Revaluation Act 1925
in adjustment of
accounts.
(Endorsed on back):
For deposit. Pay to the order of Austin National Bank, Austin, Texas. Southwestern Bell Telephone Co.
Received payment through Austin Clearing House. Sep. 15, 1926. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 13, 1926.
Pay to Western Union Tel. Co.,
or order $3.75
Three & 75/100 .....Dollars
J. T. ROBISON, Special.
By I. H. WALKER, Cf. Ck.
Adjustment of a/cs
under revalution
Act of 1925.
(Endorsed on back):
Pay to the order of The Austin National Bank, Austin, Texas. For deposit to credit of the Western Union Telegraph Co.
Received payment through Austin Clearing House, Sep. 15, 1926. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sep. 24, 1926.
Pay to Covert Automobile Co.,
or order $22.98
Twenty-two & 98/100 .....Dollars
J. T. ROBISON, Special.
Repair State Car.
(Endorsement on back):
Pay to the order of The American National Bank. For the credit of Covert Automobile Co.
Paid. Austin Clearing House, Sep. 25, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Oct. 26, 1926.
Pay to Sims & Meredith,
or order $37.25
Thirty-seven & 25/100 .....Dollars
J. T. ROBISON.
State Car
808865
$17.25 for Sandstrom
N. P. Oct. 30, 1926.
(Endorsed on back):
Sims & Meredith. Austin Machine & Grinding Co.
Paid through Austin Clearing House. Oct. 10, 1926. State National Bank, Austin, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Oct. 26, 1926.
Pay to Exide Battery Service, or
order $30.00
Thirty .....Dollars
J. T. ROBISON, Special.
Battery State Car.
808865
No-Pro.
(Endorsed on back):
Pay to order of The American National Bank, Austin, Texas. For deposit only. Exide Battery Service Station.
Paid. Austin Clearing House. Oct. 27, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 7, 1926.
Pay to Morgan Printing Co., or
order $28.25
Twenty-eight & 25/100.....Dollars
J. T. ROBISON, Special.
No Pro
(Endorsed on back):
For deposit only. Morgan Printing Co.
Paid. Austin Clearing House. Dec. 9, 1926. American National Bank.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 17, 1926.
Pay to Covert Auto Company, or
order $8.78
Eight & 78/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of The American National Bank, Austin, Texas. For deposit only. Covert Automobile Co.
Paid. Austin Clearing House. Dec. 21, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 26, 1926.
Pay to A. C. Schreiner, or bearer..$5.00
Five .....Dollars
J. T. ROBISON, Special.
(Endorsement on back):
A. Schreiner.
Pay to the order of Chas. Schreiner Bank (Unincorporated), Kerrville, Texas. Chas. Schreiner Co., Kerrville, Texas.
Pay to the order of any bank, banker or trust company. Dec. 28, 1926. Previous endorsements guaranteed. Charles Schreiner Bank (Unincorporated), Kerrville, Texas.
Paid. Austin Clearing House. Dec. 29, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Dec. 27, 1926.
Pay to St. Charles Hotel, or bearer .$4.00
Four .....Dollars
J. T. ROBISON, Special.
No-Pro
(Endorsed on back):
St. Charles Hotel.
Pay to the order of any bank, banker or trust company. Dec. 30, 1926. Previous endorsement guaranteed. Charles Schreiner Bank (Unincorporated), Kerrville, Texas.
Paid. Austin Clearing House. Dec. 31, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 9-1-1928.
Pay to the order of Bob Robison .$20.00
Twenty .....Dollars
J. T. ROBISON, Special.
No-Pro
Sep. 1, 1928.
(Endorsed on back):
Bobbie Robison.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 9-1-1928.
Pay to the order of Bob Robison $25.00
Twenty-five .....Dollars
J. T. ROBISON, Special.
No-Pro
Sep. 1, 1928.
(Endorsed on back):
Bob Robison.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 1, 1926.
Pay to Bob Robison, or order..$100.00
One Hundred .....Dollars
J. T. ROBISON,
Spec. Acc't.
Services driving car.
(Endorsed on back):
Bob Robison.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, 9-7-1926.
Pay to Bob Robison, or order..$400.00
Four Hundred .....Dollars
J. T. ROBISON, Special.
Part services driving car & asst. in clerical work revaluing land.
(Endorsed on back):
Bob Robison.
By mother.
Stamped "Paid" with stencil perforation.

FIRST NATIONAL BANK.
Fort Stockton, Texas, Oct. 8, 1927.
Pay to the order of Hotel Stockton $100.00
One Hundred .....Dollars
With exchange.
J. T. ROBISON, Special.
Texas Bank & Trust Co., Austin, Texas.
(Endorsed on back):
Potts & Sibley.
Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Oct. 10, 1927. First National Bank, Fort Stockton, Texas.
Pay to the order of any bank, banker or trust company. Oct. 13, 1927. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Oct. 14, 1927. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Aug. 24, 1928.
Pay to P. E. Pope, or order....$12.80
Twelve & 80/100.....Dollars
J. T. ROBISON, Special.
No Protest.
(Endorsed on back):
P. E. Pope.
Pay to the order of any bank, banker or trust company. Aug. 25, 1928. Previous endorsements guaranteed. First National Bank, Alvarado, Texas.
Pay to the order of any bank, banker or trust company. Aug. 27, 1928. Previous endorsements guaranteed. American Exchange National Bank of Dallas, Texas.
Received payment through Austin Clearing House. Aug. 28, 1928. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, August 4, 1926.
Pay to Bob Robison, or order..$100.00
One Hundred .....Dollars
J. T. ROBISON, Special.
Part payment for services
Driving Auto. in Revaluing
land.
J. T. R.

(Endorsed on back):
Bob Robison.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, May 1, 1926.
Pay to R. J. Robison, or order..$35.00
Thirty-five .....Dollars
J. T. ROBISON, Special.
Part payment for
services in driving
car, land revaluation.
J. T. R.
(Endorsed on back):
R. J. Robison.
Walter Wilcox.
Received payment through Austin Clearing House. May 3, 1926. Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

Mr. Allen: Mr. Speaker, that finishes the examination of the witness.

Mr. DeWolfe: Mr. Chairman.

The Speaker: The gentleman from Mills.

Mr. DeWolfe: I move that the committee rise and report progress, and ask leave to recess until tomorrow morning at 10 o'clock.

The question was taken and the motion prevailed.

FRIDAY, JUNE 14, 1929.

MORNING SESSION.

The Committee of the Whole met pursuant to adjournment at 10 o'clock a. m., Friday, June 14, 1929, whereupon the following proceedings were had:

Mr. Allen: Mr. Chairman, Ladies and Gentlemen of the House—I hold in my hand quite a large number of checks purporting to be drawn on this account, which I will submit to counsel, and we propose to offer them in evidence without reading them, in order that every check that ever came into our hands or into the hands of the committee may be available for the use of counsel on either side at any time during this proceeding. I am asking, however, when we offer these that they be not mixed with the others I have offered, because we deem those others of prime importance. Will counsel look at these?

Mr. Moses: I would like to have the privilege of our client having permission to pass through the door without being accompanied by a guard.

Mr. Allen: Mr. Chairman and Gentlemen of the House—I want to say to counsel on the other side that in offering these our sole purpose is to make available to them all the documentary evidence that has come into our hands at any time, and this is the remainder of the checks that came into our possession, and all of them. We want to place all the documentary evidence that has come into our hands, or into the committee's hands, before this body, to be available for the committee, or counsel for respondent, or anybody else. Are those all right?

Mr. Price: Yes, sir.

Mr. Allen: Mr. Chairman, and Gentlemen of the House—It is agreed by counsel for the respondent that the additional checks I hold in my hand were all drawn on the account of the Texas Bank & Trust Company on the dates shown in the checks, and that they were payable each to the parties named in the check, and that they were all signed and drawn by J. T. Robison, Special on this account, or J. T. Robison, Special, by J. H. Walker, a chief clerk, on this account.

The checks were thereupon introduced in evidence, and the wrapper was identified as Exhibit No. 45, and the checks are as follows:

Austin, Texas, June 30, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Mary Cook, or order..$91.67
Ninety One and 67/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mary Cook, 912 W. 23rd.
Paid. Austin Clearing House. Jul. 1, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 30, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Jno. P. Terrell or order..$52.00
Fifty Two .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
John P. Terrell.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 30, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Louise Harwood or order $29.17
Twenty Nine & 17/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. Louise Harwood.
Received payment through The Aus-

tin Nat'l Bank. Austin Clearing House. Jul. 2, 1925.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to John Terrell, or order.....$65.00
Sixty-five ..... Dollars
J. T. ROBISON, Special.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to J. T. Terrell, or order....$72.58
Seventy two & 58/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. T. Terrell.
Paid. Austin Clearing House. Aug. 1, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Louise Harwood or order.$125.00
One hundred twenty five.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Louise Harwood.
Received payment through The Austin Natl. Bank. Austin Clearing House. Aug. 1, 1925.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Jessie King or order.$83.34
Eighty three & 34/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Miss Jessie King.
Post dated.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Mary Cook or order....$135.00
One hundred thirty five.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mary Cook, 912 W. 23rd.
Paid. Austin Clearing House. Aug. 1, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to J. T. Terrell or order...$125.00
One hundred twenty five & no/100
.....Dollars
J. T. ROBISON (Special)
By J. H. WALKER, Chief Clerk.
(Endorsed on back):
J. T. Terrell.
Paid. Austin Clearing House. Sep. 1, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Jessie King,
or order $125.00
One hundred twenty five & no/100
..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
(Endorsed on back):
Miss Jessie King.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sep. 1, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Evelyn Smith, or order..$110.89
One hundred ten & 89/100.....Dollars
J. T. ROBISON (Special)
By J. H. WALKER, Chf. Clk.
(Endorsed on back):
Evelyn Smith.
Paid. Austin Clearing House. Sep. 2, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sep. 1, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Jno. P. Terrell, or order..$65.00
Sixty five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
(Endorsed on back):
John P. Terrell.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Mary Cook,
or order $135.00
One hundred thirty five & no/100
..... Dollars
J. T. ROBISON (Special)
By J. H. WALKER, Chief Clerk.
(Endorsed on back):
Mary Cook, 912 W. 23rd.
Paid. Austin Clearing House. Sep. 1, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Louise Harwood,
or order $125.00
One hundred twenty five and
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clerk.
(Endorsed on back):
Louise Harwood.
Received payment through Austin Clearing House. Sep. 3, 1925. The Austin National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 18, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Mary Cook,
or order $81.00
Eighty-one & No/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
(Endorsed on back):
Mary Cook, 912 W. 23rd.
Paid. Austin Clearing House. Sept. 21. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, 9-26-1925.
TEXAS BANK & TRUST COMPANY.
Pay to Evelyn Smith, or order..$125.00
One hundred twenty give &
no/100 ..... Dollars
J. T. ROBISON (Special)
By J. H. WALKER, Chief Clerk.
(Endorsed on back):
Evelyn Smith.
Paid. Austin Clearing House. Sep. 28, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sep. 30, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Louise Harwood,
or order $125.00
One hundred twenty five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services in reappraising lands.
(Endorsed on back):
Louise C. Harwood.
Received payment through Austin Clearing House. Oct. 6, 1925. The Austin National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to J. T. Terrell, or order...$125.00
One hundred twenty five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services in reappraising lands.
(Endorsed on back):
J. T. Terrell.
Paid. Austin Clearing House. Oct. 1, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Jessie King,
or order $125.00
One hundred twenty five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services in reappraising lands.
(Endorsed on back):
Miss Jessie King.
Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 8, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to John T. Turner,
or order $35.41
Thirty five & 41/00 .....Dollars
J. T. ROBISON, Special
See endorsement.
(Endorsed on back):
John P. Terrell.
Stamped "Paid" with stencil perforation.

Austin, Texas, 10-13-1925.
TEXAS BANK & TRUST COMPANY.
Pay to J. T. Terrell, or order....$52.42
Fifty two & 42/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services to 13th of Oct. inc.
Revaluation of land.
(Endorsed on back):
J. T. Terrell.
Paid. Austin Clearing House. Oct. 14, 1925. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 8, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to J. T. Ward, or order.....$26.88
Twenty six & 88/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Part of August salary erroneously paid Miss King who should have been paid out of this fund.
(Endorsed on back):
J. T. Ward.
Murchison Lee Co.

Paid. Austin Clearing House. Oct. 30, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 31, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Louise Harwood,
or order $125.00
One hundred twenty-five &
no/100 ..... Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services in revaluing
fld. school land.

(Endorsed on back):

Louise Harwood.

Received payment through Austin Clearing House. Nov. 3, 1925. The Austin National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 31, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge, or order....$66.66
Sixty-six & 66/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under law providing for revalution and repurchases of lands.

(Endorsed on back):

E. Cartledge.

C. B. Anderson.

Received payment through Austin Clearing House. Nov. 4, 1925. The Austin Nat'l. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge, or order...$100.00
One hundred & no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services in November under
Chap. 94 Acts 39th. Leg.

(Endorsed on back):

E. Cartledge.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Miss Hortense Osbourn,
or order $104.17
One hundred four & 17/100....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For 25 days service under
Chap. 94 Acts 39th Leg.

(Endorsed on back):

Hortense Osbourn.

Received payment through Austin Clearing House. Dec. 2, 1925. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 12-15-1925.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Louise Harwood,
or order $2.00
Two & no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For attachments used in assembling re-valuation sheets.

(Endorsed on back):

Mrs. Louise B. Harwood, 405 W. 21st St.

Pay American Natl. Bank, Austin, Texas. For deposit only. The Stelfox Co. Inc.

Paid. Austin Clearing House. Dec. 16, 1925. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 15, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to O. H. Ridgeway,
or order $100.00
One hundred & no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services in December under
revaluation Act approved June 18,
1925.

(Endorsed on back):

O. H. Ridgeway.

Pay to the order of any bank, banker or trust company. Previous Endorsements guaranteed. 30-15 Dec. 16, 1925. 30-15 Guaranty Bond State Bank. Alex P. Willaret, Cashier, San Antonio, Texas.

Received through Austin Clearing House, Dec. 17, 1925. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Eugene Myers, or order..$125.00
One hundred twenty five &
no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services in revaluing land.

(Endorsed on back):

Eugene Myers.

Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn
or order $125.00
One hundred twenty five &
no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services under Chap. 94, 39th Leg.
(Endorsed on back):
Hortense B. Osbourn.
Received payment through Austin Clearing House. Dec. 24, 1925. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to O. H. Ridgeway or order.$50.00
Fifty & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services under Chapter 94 Acts 39th Leg.
(Endorsed on back):
For deposit. O. H. Ridgeway.
Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. 30-15 Dec. 24, 1925. 39-15. Guaranty Bond State Bank, Alex P. Villaret, Cashier. San Antonio, Texas. Received payment through Austin Clearing House. Dec. 26, 1925. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 24, 1925.
TEXAS BANK & TRUST COMPANY.
Pay to E. Cartledge or order...$150.00
One hundred fifty & no/100....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services under Chap. 94, Acts 39th Leg.
(Endorsed on back):
E. Cartledge.
Stamped "Paid" with stencil perforation.

Austin, Texas, Apr. 14, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Ed W. Martin or order..$15.00
Fifteen & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services in revaluing land under Act of 1925.
(Endorsed on back):
10 Pay to order of The American National Bank, Austin, Texas. General Land Office. J. T. Robison, Commissioner. J. M. Hamilton, Receiver.
Paid. Austin Clearing House. Apr. 17, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, April 16, 1926.
Pay to the order of O. S. Ingle..$25.00
Twenty five & no/100.....Dollars
and charge to account of
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under Act for revaluing land.
To Texas Bank & Trust Company, Austin, Texas.
Customer's Draft.
(Endorsed on back):
O. S. Ingle, University Cafeteria, University of Texas.

Pay to the order of The American National Bank of Austin, Texas. For deposit. W. R. Long, Auditor, University of Texas.

Paid. Austin Clearing House. Apr. 20, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, April 22, 1926.
Pay to the order of
Ed W. Martin.....$10.00
Ten & no/100 .....Dollars
with exchange.

For services under revaluation Act of 1925.
and charge to account of
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

To Texas Bank & Trust Co., Austin, Texas.
Customer's draft.
(Endorsed on back):
Ed W. Martin.
Stamped "Paid" with stencil perforation.

Austin, Texas, 4-26 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Ed W. Martin or order...$5.00
Five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under revaluation Act.
(Endorsed on back):
Ed W. Martin.
Maverick Cafe, Austin, Texas.
Stamped "Paid" with stencil perforation.

Austin, Texas, April 26, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order....$15.00
Fifteen & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services in revaluing land Act, 25.
(Endorsed on back):
O. S. Ingle.

10. Pay to the order of The American National Bank, Austin, Texas. General Land Office, J. T. Robison, Commissioner. J. M. Hamilton, Receiver.

Paid. Austin Clearing House. Apr. 27, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Ed W. Martin or order..$95.00
Ninety five & no/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under revaluation Act of 1925.
(Endorsed on back):
Ed W. Martin.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Eugene Meyers or order.$125.00
One hundred twenty five &
no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation Act of 1925.
(Endorsed on back):
Eugene Myers.
Stamped "Paid" with stencil perforation.

Austin, Texas, April 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Myrtle Newman or
order $125.00
One hundred twenty five &
no/100.... .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation Act 1925.
(Endorsed on back):
Miss Myrtle Newman.
Stamped "Paid" with stencil perforation.

Austin, Texas, April 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order.....$85.00
Eighty five & no/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under revaluation of 1925.
No-Pro 9 88-17
(Endorsed on back):
O. S. Ingle.
Received payment through Austin Clearing House. May 1, 1926. The Austin National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, May 1, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn
or order $125.00
One hundred twenty-five &
no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation Act of 1925.
(Endorsed on back):
Hortense B. Osbourn.
Received payment through Austin Clearing House. May 3, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, May 3, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to E. Cartledge or order...$225.00
Two hundred twenty-five &
no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under repurchase Act of 1925.
(Endorsed on back):
E. Cartledge.
Received payment through Austin Clearing House. May 5, 1926. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, May 24, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order.....$10.00
Ten & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under revaluation Act of 1925.
(Endorsed on back):
O. S. Ingle.

10 Pay to the order of The American National Bank, Austin, Texas. General Land Office. J. T. Robison, Commissioner. J. M. Hamilton, Receiver.

Paid. Austin Clearing House. May 25, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, May 24, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Eugene Myers or order..$125.00
One hundred twenty-five &
no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation law.

(Endorsed on back):

Eugene Myers.

Stamped "Paid" with stencil perforation.

Austin, Texas, May 24, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Ed W. Martin or order..$125.00
One hundred twenty-five &
no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation Act.

(Endorsed on back):

Ed W. Martin.

Stamped "Paid" with stencil perforation.

Austin, Texas, May 29, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Miss Myrtle Newman,
or order $125.00
One hundred twenty five &
no/100 ..... Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation law.

(Endorsed on back):

Miss Myrtle Newman, 106 W. 13 St., Austin, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, May 29, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Miss Hortense Osbourn,
or order $125.00
One hundred twenty-five &
no/100 ..... Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services rendered under revaluation Act of 1925.

Austin, Texas, May 29, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to O. S. Ingle, or order....$115.00
One hundred fifteen & no/100..Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation law.
No-Pro 9 88-17

(Endorsed on back):

O. S. Ingle.

Received payment through Austin Clearing House. June 1, 1926. The Austin Nat'l. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 2, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge, or order...$200.00
Two hundred & no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under revaluation Act of 1925.
No Pro 3 88-17

(Endorsed on back):

E. Cartledge.

Received payment through Austin Clearing House. June 4, 1926. The Austin Nat'l. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 19, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to O. S. Ingle, or order.....$66.67
Sixty-six & 67/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

16 days service under Reval. Act.
No-Pro 9 88-17

(Endorsed on back):

O. S. Ingle.

Received payment through Austin Clearing House. June 21, 1926. The Austin Natl. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 19, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Eugene Myer, or order....$20.00
Twenty & no/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under Revaluation Act.

(Endorsed on back):

Eugene Myers.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 21, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Ed W. Martin, or order..$87.50

Eighty seven & 50/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For 21 days service under revaluation Act of 1925.
(Endorsed on back):
Ed W. Martin.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 21, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Myrtle Newman,
or order $87.50
Eighty-seven & 50/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For 21 days service under revaluation Act of 1925.
(Endorsed on back):
Myrtle Newman.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Eugene Myers, or order..$105.00
One hundred five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For service under revaluation Act of 1925.
(Endorsed on back):
Eugene Myers.
Stamped "Paid" with stencil perforation.

Austin, Texas, 6-30-1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn,
or order $125.00
One hundred twenty-five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For services under revaluation Act of 1925.
(Endorsed on back):
Hortense Osbourn.
Received payment through Austin Clearing House. July 1, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 2, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to E. Cartledge, or order....$200.00
Two hundred and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For legal services in connection with Relief Act of 1925.
(Endorsed on back):
E. Cartledge.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 31, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn,
or order $125.00
One hundred twenty-five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For services under Revaluation Act of 1925.
(Endorsed on back):
Hortense B. Osbourn.
Received payment through Austin Clearing House. Aug. 3, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, August 4, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to E. Cartledge, or order...$175.00
One hundred and seventy-five...Dollars
J. T. ROBISON, Special.
July salary.
(Endorsed on back):
E. Cartledge.
Stamped "Paid" with stencil perforation.

Austin, Texas, 8-23, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Stella Glenn,
or order $31.25
Thirty-one & 25/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services under Act of 1925 revaluing land.
(Endorsed on back):
Stella Glenn.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Mannie Logan,
or order $83.37
Eighty three & 37/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clerk.
For services under revaluation Act of 1925 in August.
(Endorsed on back):
Mannie Logan.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Bertha A. Meyer,
or order $37.50
Thirty-seven & 50/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under revaluation Act of 1925.

(Endorsed on back):
Mrs. Bertha A. Meyer.
Received payment through Austin Clearing House. Sep. 3, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Miss Hortense Osbourn,
or order $125.00
One hundred twenty five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation Act of 1925 in August.

(Endorsed on back):
Hortense Osbourn.
Received payment through Austin Clearing House. Sep. 1, 1926. Citizens State bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 31, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge, or order...$175.00
One hundred & seventy five &
no/100 ..... Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Reval. Act.

(Endorsed on back):
E. Cartledge.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 1, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. L. C. McIntosh,
or order $54.16
Fifty-four & 16/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

For services under revaluation Act of 1925.

(Endorsed on back):
Mrs. L. C. McIntosh, 505 W. 37.
O. C. McIntosh.
Paid. Austin Clearing House. Sep. 2, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, 9-1, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Bertha A. Meyer,
or order $4.16
Four & 16/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

(Endorsed on back):
Mrs. Bertha A. Meyer.
Received payment through Austin Clearing House. Sep. 3, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sep. 2, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Jesse A. Atlee,
or order $15.00
Fifteen ..... Dollars
J. T. ROBISON, Special.

Services Land Office Work.

(Endorsed on back):
Mrs. Jessie A. Atlee.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Linne C. McIntosh
or order $125.00
One hundred and twenty-five and
no/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Mrs. Linnie C. McIntosh.
Paid. Austin Clearing House. Oct. 1, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mr. Eugene Cartledge or
order $125.00
One hundred and twenty-five &
no/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Eugene Cartledge.
E. Cartledge.
Received payment through Austin Clearing House. Oct. 1, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 25, 1925.

TEXAS BANK & TRUST COMPANY.

Pay to Mr. O. S. Ingle or order.$125.00
One hundred and twenty-five and
no/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
O. S. Ingle.

Received payment through Austin Clearing House. Oct. 1, 1926. The Austin Natl. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Emilie Mayer or order $54.17
Fifty-four and 17/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Miss Emilie Mayer.

Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense B. Osborne or order $125.00
One hundred and twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.

(Endorsed on back):
Received payment through Austin Clearing House. Oct. 1, 1926. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 10-30 1926.
TEXAS BANK & TRUST COMPANY.
Pay to E. Cartledge or order...$50.00
Fifty & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

Services under reval. Act.
(Endorsed on back):
E. Cartledge.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Linnie C. McIntosh or order $125.00
One hundred twenty-five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services: Oct. Reval. Act.
(Endorsed on back):
Mrs. Linnie C. McIntosh, 505 W. 37.

Paid. Austin Clearing House. Nov. 1, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn or order $125.00
One hundred twenty five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services October. Rev. Act.
(Endorsed on back):
Hortense B. Osbourn.

Received payment through Austin Clearing House. Nov. 1, 1926. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Emilie Mayer or order $125.00
One hundred twenty five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services Oct. Rev. Act.
(Endorsed on back):
Miss Emilie Mayer.

Received payment through Austin Clearing House. Nov. 3, 1926. The Austin Natl. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order....$125.00
One hundred twenty five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services Oct. Rev. Act.
(Endorsed on back):
O. S. Ingle.

Received payment through Austin Clearing House. Nov. 1, 1926. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Emilie Mayer or order $125.00
One hundred twenty five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

Services under reval. Act.
(Endorsed on back):
Miss Emilie Mayer.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Helen Tomlin or order $62.50
Sixty two & 50/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services under Reval. Act.
(Endorsed on back):
Helen Tomlin.
Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to E. Cartledge or order....$50.00
Fifty & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services under Revaluation Act.
(Endorsed on back):
E. Cartledge.
Received payment through Austin Clearing House. Dec. 1, 1926. The Austin Nat'l. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn or order $125.00
One hundred twenty-five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.
Services under Reval. Act.
(Endorsed on back):
Hortense Osbourn.
Received payment through Austin Clearing House. Dec. 1, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Linnie C. McIntosh or order $125.00
One hundred twenty-five & no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clerk.
For services Reval. Act.
(Endorsed on back):
Mrs. Linnie C. McIntosh, 505 W. 37.
Paid. Austin Clearing House. Dec. 1, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order....$150.00
One hundred fifty & no/100....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Services under Reval. Act.
(Endorsed on back):
O. S. Ingle.
Received payment through Austin Clearing House. Dec. 2, 1926. The Austin Nat'l. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 18, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order....$100.00
One hundred & no/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
For services under Reval. Act. December.
(Endorsed on back):
O. S. Ingle.
Received payment through Austin Clearing House. Dec. 20, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1926.
TEXAS BANK & TRUST COMPANY
Pay to Miss Emilie Mayer or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
December. For services under Revaluation Act 1925.
(Endorsed on back):
Miss Emilie Mayer.
Received payment through Austin Clearing House. Dec. 28, 1926. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Linnie C. McIntosh or order.....$125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
December. For services under Revaluation Act 1925.
(Endorsed on back):
Mrs. Linnie C. McIntosh, 505 W. 37.
Paid. Austin Clearing House. Dec. 27, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

December. For services under Revaluation Act 1925.
(Endorsed on back):
Hortense Osbourn.
Received payment through Austin Clearing House. Dec. 24, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Helen Tomlin or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

December—For services under Revaluation Act 1925.
(Endorsed on back):
Helen Tomlin.
Paid. Austin Clearing House. Dec. 24, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 23, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to O. S. Ingle or order.....$50.00
Fifty and no/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under Revaluation Act 1925. Dec.
(Endorsed on back):
O. S. Ingle.
Stamped "Paid" with stencil perforation.

Austin, Texas, Jan. 5, 1927.
TEXAS BANK & TRUST COMPANY.
Pay to Mr. E. Cartledge or order $125.00
One hundred and twenty-five....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under Revaluation Act.
(Endorsed on back):
E. Cartledge.
Received payment through Austin Clearing House. Jan. 7, 1927. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Jany. 10, 1927.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Helen Tomlin or order $40.32
Forty and 32/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under Revaluation Act of 1925.
(Endorsed on back):
Helen C. Tomlin.
Paid. Austin Clearing House. Jan. 11, 1927. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Jan. 31, 1927.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Emilie Mayer or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Services Jan. 1927. Reval. Act.
(Endorsed on back):
Miss Emilie Mayer.
Stamped "Paid" with stencil perforation.

Austin, Texas, Jan. 31, 1927.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Linnie McIntosh or order $59.00
Fifty-nine and no/100.....Dollars
J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Bal. on services Jany. 27. Reval. Act.
(Endorsed on back):
Mrs. Linnie McIntosh, 505 W. 37.
Paid. Austin Clearing House. Feb. 1, 1927. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Jany. 31, 1927.
TEXAS BANK & TRUST COMPANY.
Pay to Miss Hortense Osbourn or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Reval. Act. Services.
(Endorsed on back):
Hortense Osbourn.
Received payment through Austin

Clearing House, Feb. 1, 1927. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Feb. 1, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge or order..$150.00
One hundred fifty and no/100..Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chief Clerk.

Services January under Reval. Act.

(Endorsed on back):

E. Cartledge.

Received payment through Austin Clearing House. Feb. 2, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, July 2, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to Evelyn Smith or order...$33.35
Thirty-three and 35/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For services under Reval. Act 1925.

(Endorsed on back):

Evelyn Smith.

Paid. Austin Clearing House. July 6, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, July 30, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to Miss Evelyn Smith or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Sal. July Reval. Act.

(Endorsed on back):

Evelyn Smith.

Paid. Austin Clearing House. Aug. 2, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, August 31, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to Miss Evelyn Smith or order $125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Reval. Act.

(Endorsed on back):

Evelyn Smith.

Paid. Austin Clearing House. Aug. 31, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 30, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge or order..$125.00
One hundred twenty-five and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

(Endorsed on back):

E. Cartledge.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 1, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to E. Cartledge or order...$75.00
Seventy-five and no/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

(Endorsed on back):

E. Cartledge.

Stamped "Paid" with stencil perforation.

Austin, Texas, Jany. 4, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to R. L. Means or order.....$19.20
Nineteen and 20/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Returning overpayment for revaluation of lands. Rem. $25.60 rec'd. 11-29-26.

(Endorsed on back):

R. L. Means.

Received payment through Austin Clearing House. Jan. 24, 1927. The Austin National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, March 15, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Robert W. Prosser or order $5.00
Five and no/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

See Letter No. 3344 overpayment of revaluation fee.

(Endorsed on back):

Pay to order First Nat. Bank, Los Altos. Robert M. Prosser.

Pay to the order of any bank or banker. First National Bank. Los Altos. May 13, 1926. W. F. Clements, Cashier.

Pay to the order of any bank, banker or trust co. All prior endorsements guaranteed. May 14, 1926. The Anglo

& London Paris National Bank, San Francisco, Calif.

Pay to the order of any bank or banker. Prior endorsements guaranteed. May 20, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, March 25, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. Cecil Eder Nations or order.....$6.40
Six and 40/100.....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

To refund revaluation fee on Sec. 172, Blk. D-10.

(Endorsed on back):

Mrs. Guy Nations.

Mrs. Cecile Elder Nations.

Pay any bank or banker. All previous endorsements guaranteed. 30-7 Apr. 9, 1926. 39-7 Lockwood National Bank. San Antonio, Texas.

Paid. Austin Clearing House. Apr. 10, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 3-30, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Robert D. Smith or order.$6.40
Six and 40/100.....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

To refund payment on Sec. No. 2, blk. 6, p. s. in El Paso Co.

(Endorsed on back):

Robert D. Smith.

G. C. Smith.

Jim Atland.

Received payment through Austin Clearing House. May 8, 1926. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Mch. 30, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to W. A. Ashton or order...$6.40
Six and 40/100.....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Refund of payment on Sec. No. 1, Blk. A 42, Andrews Co.

(Endorsed on back):

W. A. Ashton.

Pay to the order of any bank, banker or trust company Jul. 2, 1926. Previous endorsements guaranteed. The Second National Bank of Houston, Texas.

Received payment through Austin Clearing House. Jul. 6, 1926. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 7, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to Dr. D. J. Sibley or order..$6.40
Six and 40/100.....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Refund on revaluation fee on N. ½ 116, Blk. 331, Pecos & Brewster.

(Endorsed on back):

D. J. Sibley.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Apr. 17, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 13, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Hon. Claud B. Hudspeth $2.00
Two and no/100.....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Customers Draft.

For refund of revaluation fee on Section 18, Blk. 160, Cert. 5269, G. C. & S. F. Ry. Co., Terrell Co.

To Texas Bank & Trust Co., Austin, Texas.

(Endorsed on back):

Pay to the order of any bank or banker. Prior endorsements guaranteed. April 20, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 13, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Frank Mangum $3.20
Three and 20/100 .....Dollars

J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

For refund of revaluation fee on W½ 596, Blk. 8, GH&SA Ry. Brewster Co.

To Texas Bank & Trust Co., Austin, Texas.

Customer's Draft.

(Endorsed on back):

Frank Mangum.

Pay to the order of First National Bank, Alpine, Texas. Palace Pharmacy.

Received payment through Austin Clearing House. June 25, 1926. The Austin Natl. Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, April 13, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Mrs. Matilda A. Tait $6.07
Six and 07/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Customer's Draft.
For Refund of Revaluation Fee on Section 1, Blk. 56, P. S., Hudspeth.
To Texas Bank & Trust Co., Austin, Texas.
(Endorsed on back):
Mrs. Matilda A. Tait. By Ben S. Avant, Agt.
Pay to the order of any bank, banker or trust company. May 3, 1926. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.
Paid. Austin Clearing House. May 6, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, May 7, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to I. F. & J. W. Ingram or order $9.00
Nine and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Refund of revaluation fee on pt. Sec. 116, Blk. D 8 and Section 22, D-13 in Val Verde Co.
(Endorsed on back):
Cr. I. F. & J. W. Ingram.
Pay to the order of any bank, banker or trust company. May 19, 1926. Previous endorsements guaranteed. 1st National Bank, Del Rio, Texas.
Paid. Austin Clearing House. May 20, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, May 8, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to C. P. Scales or order....$6.40
Six and 40/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Refund of one cent per acre inspection fee on Section 4, Cert. 2339, GC&SF Ry. Co. Maverick Co.
(Endorsed on back):
C. P. Scales.
Received payment through Austin Clearing House. Nov. 26, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, May 17, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to A. A. Green or order....$12.80
Twelve and 80/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Refund of one cent per acre on Sections 50 & 65 Blk. 20, GH&SA Ry. Co. Brewster Co.
(Endorsed on back):
A. A. Green.
Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. July 19, 1926. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. July 21, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 14, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to J. E. Bowen or order....$5.40
Five and 40/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Pt. of Section 26, Blk. 74, Top. 6 T&P Ry. Co. Hudspeth Co. Return of revaluation fee.
(Endorsed on back):
J. E. Bowen.
Received payment through Austin Clearing House. June 18, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 14, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to J. E. Bowen or order....$6.40
Six and 40/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Refund of revaluation fee Sec. 60, Blk. 10, H&GN, Pecos.
(Endorsed on back):
J. E. Bowen.
Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. June 16, 1926. American Trust & Savings Bank, El Paso, Texas.
Received through Austin Clearing House. June 18, 1926. Citizens State Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, June 14, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. E. J. Hayes or order.$6.40
Six and 40/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sec. 170, Blk. 34, Ward Co.

(Endorsed on back):

For deposit to Mrs. E. J. Hayes. Bird S. Hayes. Cr. to Mrs. E. J. Hayes.

Pay to the order of The Federal Reserve Bank, Dallas, Texas, or any bank, banker or trust company. Jun. 19, 1926. All prior endorsements guaranteed. First National Bank, Fort Worth, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Jun. 21, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 14, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to E. W. Cowden or order..$52.00
Fifty-two and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sections in Winkler Co. in Blks. B-5 & B-12.

(Endorsed on back):

E. W. Cowden.

Pay to the order of any Federal Reserve Bank or Branch. Jun. 21, 1926. Prior endorsements guaranteed. Farmers & Mechanics National Bank. Fort Worth, Texas.

Pay to the order of any bank, or banker. Prior endorsements guaranteed. Jun. 22, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 14, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to M. A. & N. S. Sherbins
or order $74.00
Seventy-four and no/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on lands in Pecos Co.

(Endorsed on back):

M. A. Sherbins.

N. S. Sherbins.

Pay any bank or banker. All previous endorsements guaranteed. June 23, 1926. Lockwood National Bank, San Antonio, Texas.

Paid. Austin Clearing House. June 24, 1629. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 14, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to R. W. Felts or order....$44.80
Forty-four and 80/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sections in Blk. 2, D&P Ry. Co. Presidio Co.

(Endorsed on back):

R. W. Felts.

R. Segura.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. June 29, 1926. First National Bank, El Paso, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas

TEXAS BANK & TRUST COMPANY.

Pay to J. C. Hunter or order...$26.72
Twenty-six and 72/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Refund on over payment of revaluation fee on lands in Reeves & Culberson Counties.

(Endorsed on back):

J. C. Hunter.

Pay to the order of any bank or banker. Endorsements guaranteed. Jun. 14, 1926. El Paso Branch. Federal Reserve Bank of Dallas. El Paso, Texas,

Pay to the order of any bank or banker. Prior endorsements guaranteed. June 16, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 16, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to J. F. Skinner or order...$19.20
Nineteen and 20/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on lands in Presidio County.

(Endorsed on back):

J. F. Skinner.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Jul. 3, 1926. Marfa Nat'l Bank, Marfa, Texas.

Received payment through Austin Clearing House. Jul. 7, 1926. The Austin National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 18, 1926.

TEXAS BANK & TRUST COMPANY.

Pay to J. W. Reasor or order....$1.60
One and 60/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sec. (SW¼) 24, Blk. 20, PS. Hudspeth Co.
(Endorsed on back):
Reasor Battery Ex. J. W. Reasor.

Pay to the order of Federal Reserve Bank of Dallas, Texas. Jun. 22, 1926. All prior endorsements guaranteed. City National Bank, Wichita Falls, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Jun. 23, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, June 18, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Charlie Green or order...$22.60
Twenty-two and 60/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on four sections.
(Endorsed on back):
Charlie Green.

Pay to the order of any bank, banker or trust company. Jul. 7, 1926. Previous endorsements guaranteed. Marathon State Bank. Marathon, Texas.

Paid. Austin Clearing House. Jul. 10, 1926. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, July 17, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. G. E. Oden or order..$6.40
Six and 40/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Refund of overpayment of revaluation fee on Sec. 2, Blk. 330 in Presidio Co.
(Endorsed on back):
Mrs. G. E. Oden.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Aug. 7, 1926. American Trust & Savings Bank. El Paso, Texas.

Received payment through Austin Clearing House. Aug. 9, 1926. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 20, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to C. C. Cowden or order....$6.40
Six and 40/100 .....Dollars
J. T. ROBISON, Special.

Return fee—by request Sec. 15, blk. 27, Winkler.
(Endorsed on back):
C. C. Cowden.

Pay to the order of any bank, banker or trust company. Oct. 22, 1926. Previous endorsements guaranteed. Citizens National Bank. Abilene, Texas.

Pay to the order of any bank or banker. Previous endorsements guaranteed. Oct. 25, 1926. Federal Reserve Bank of Dallas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 10-26.192
TEXAS BANK & TRUST COMPANY.
Pay to J. D. McGregor & Sons
or order $44.80
Forty-four & 80/100 .....Dollars
J. T. ROBISON, Special.
Refund a/c Miss M. M. Burtz. Double payment.
(Endorsed on back):
J. D. McGregor & Sons.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 31, 1925. American Trust & Savings Bank, El Paso, Texas.

Received payment through Austin Clearing House. Nov. 3, 1925. Citizens State Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 13, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mr. J. F. Nichols or
order $51.20
Fifty-one and 20/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Int. paid to 1925. Return of inspection fee. Letter No. 388.
(Endorsed on back):
J. F. Nichols.

Pay to the order of any bank, banker or trust company. Nov. 27, 1926. Prior endorsements guaranteed. First National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. Nov. 29, 1926. Previous endorsements guaranteed. Frost National Bank, San Antonio, Texas.

Received payment through Austin Clearing House. Nov. 30, 1926. Austin National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 15, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Mr. S. R. Preston or
order $6.40

Six and 40/100 .....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Overpayment of inspection fee. See letter No. 1234 recd. 11-4-26. LCH
(Endorsed on back):
S. R. Preston.
Elite Confectionery & Floral Shop. W. S. Hill & Sons, Props. Midland, Texas.
Pay to the order of any bank, banker or trust company. Nov. 20, 1926. Previous endorsements guaranteed. The Continental Nat'l. Bank of Fort Worth, Fort Worth, Texas.
Received payment through Austin Clearing House. Nov. 28, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 11, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to J. W. Potter or order...$12.80
Twelve and 80/100 .....Dollars
J. T. ROBISON, Special.
Return of revaluation fee on Sec. 20, Blk. 1 and Sec. 28, Blk. 10. Brewster Co.
(Endorsed on back):
J. W. Potter.
M. L. Hofman.
Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Dec. 27, 1926. San Antonio, Texas. Citty National Bank. A. G. Engelke, Cashier.
Received payment through Austin Clearing House. Dec. 28, 1926. The Austin Natl. Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 18, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to Blackstone & Slaughter
or order $358.40
Three hundred fifty-eight &
40/100 .....Dollars
J. T. ROBISON. Special.
By J. H. WALKER, Chf. Clk.
To refund pmts. 10-27-26 and not used.
(Endorsed on back):
Blackstone & Slaughter. By W. L. Slaughter.
Pay to the order of any bank, banker or trust company. Dec. 27, 1926. Previous endorsements guaranteed. The Central National Bank. San Angelo, Texas.
Paid. Austin Clearing House. Dec. 29, 1926. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Dec. 21, 1926.
TEXAS BANK & TRUST COMPANY.
Pay to C. M. Caldwell or order.$100.90
One Hundred and 90/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Refund of excess inspection fee payment.
(Endorsed on back):
C. M. Caldwell.
Pay to the order of any bank, banker or trust company. Dec. 26, 1926. Previous endorsements guaranteed. Citizens National Bank, Abilene, Texas.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Dec. 30, 1926. Federal Reserve Bank of Dallas.
Stamped "Paid" with stencil perforation.

Austin, Texas, 6-15-1927.
TEXAS BANK & TRUST COMPANY.
Pay to John F. Nichols or order...$0.50
Fifty cents.....
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Refund of overpayment of inspection fee under Act of 1925.
(Endorsed on back):
John F. Nichols. Sanderson Mercantile Company.
Pay to the order of any Bank, Banker or Trust Co. Aug. 12, 1927. Previous endorsements guaranteed. 1st National Bank. Del Rio, Texas.
Paid. Austin Clearing House. Aug. 13, 1927. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, July 30, 1927.
TEXAS BANK & TRUST COMPANY.
Pay to Bogel Bros. or order.....$6.40
Six and 40/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.
Return of revaluation fee on Section 14, Blk. 14, Presidio Co.
(Endorsed on back):
Bogel Bros. by A. J. Bogel.
Pay to the order of any Bank, Banker or Trust Co. Aug. 1, 1927. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.
Paid. Austin Clearing House. Aug. 4, 1927. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, 8-5-1927.
TEXAS BANK & TRUST COMPANY.
Pay to Mr. Lem Henderson or
order $17.68

Seventeen and 68/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

See Letter No. 3120 dated 12-31-26. Land in Val Verde Co.

(Endorsed on back):

Lem Henderson, By Ben F. Foster, Atty.

Pay to the order of any Bank, Banker or Trust Co. Sep. 26, 1927. Previous endorsements guaranteed. Del Rio Bank & Trust Co., Del Rio, Texas.

Pay to the order of San Antonio Branch Federal Reserve Bank of Dallas. Sep. 27, 1927. All prior endorsements guaranteed. Commercial National Bank, San Antonio, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 27, 1927. San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 8-8-1927.

TEXAS BANK & TRUST COMPANY.

Pay to W. J. Burditt or order....$4.02
Four and 02/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Refund of revaluation fee on E. pt. Sec. 1, Blk. C-7, P. S., Reeves as former sale and repurchase were canceled.

(Endorsed on back):

W. J. Burditt.

Pay to the order of any Bank, Banker or Trust Co. Aug. 10, 1927. Previous endorsements guaranteed. First State Bank, Palmer, Texas.

Pay to the order of any Bank, Banker or Trust Co. Previous endorsements guaranteed. Aug. 11, 1927. The Republic National Bank, Dallas, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Aug. 12, 1927. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 8-9-1927.

TEXAS BANK & TRUST COMPANY.

Pay to Hal Hailey or order.....$4.18
Four and 18/100.....Dollars
J. T. ROBISON, Special.
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sec. 13, Blk. C-26, Loving Co., as fee had already been paid.

(Endorsed on back):

Hal Hailey. By Roberda Miderstrom.

Paid. Austin Clearing House. Aug. 11, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, Aug. 23, 1927.

TEXAS BANK & TRUST COMPANY.

Pay to W. G. Smith or order.....$1.00
One and no/100.....Dollars
J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Refund filing fee.

(Endorsed on back):

W. G. Smith.

R. B. Hamilton.

Pay to the order of any Bank, Banker or Trust Co. All prior endorsements guaranteed. Aug. 26, 1927. El Paso National Bank, El Paso, Texas.

Received payment through Austin Clearing House. Aug. 29, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9-1-1927.

TEXAS BANK & TRUST COMPANY.

Pay to Mrs. J. L. Moore or order.$9.20
Nine and 20/100.....Dollars
J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Return of revaluation fee. See letter No. 4767.

(Endorsed on back):

Mrs. J. L. Moore.

Pay to the order of any bank, Banker or Trust Co. Sep. 19, 1927. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Received payment through The Austin Clearing House. Sep. 21, 1927. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9-8-1927.

TEXAS BANK & TRUST COMPANY.

Pay to M. W. Lowry or order....$4.55
Four and 55/100.....Dollars
J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Return of inspection fee on Section 132, Blk. 13, H. & G. N. Ry. Co., Reeves Co. See letter dated 8-11-27, our No. 2075.

(Endorsed on back):

M. W. Lowry.

Pay to the order of any Bank, Banker or Trust Co. Previous endorsements guaranteed. Oct. 17, 1927. Security State Bank & Trust Co., Beaumont, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Oct. 19, 1927. San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9-8-1927.

TEXAS BANK & TRUST COMPANY.

Pay to Strickland & Evers or order $6.40
Six and 40/100.....Dollars

J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Return of inspection fee on A. B. Shupe land in Starr Co. See letter No. 5638d, dated 8-26-27.

(Endorsed on back):

Strickland & Evers.

Pay to the order of any Bank, Banker or Trust Co. All prior endorsements guaranteed. Sep. 9, 1927. First State Bank & Trust Co., Mission, Texas.

Pay to the order of any Bank, Banker or Trust Co. All prior endorsements guaranteed. Sep. 10, 1927. The National Bank of Commerce, Houston, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 12, 1927. San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 9-14-1927.

TEXAS BANK & TRUST COMPANY.

Pay to A. Stewart or order.....$6.40
Six and 40/100.....Dollars

J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sec. 2, Blk. H-20, Cert. 2235, T. C. Ry. Co., Brewster Co. See letter No. 5526, dated 8-17-27.

(Endorsed on back):

A. Stewart.

Pay to the order of any Bank, Banker or Trust Co. All prior endorsements guaranteed. Oct. 17, 1927. Bank of Bradley, Bradley, Ark. J. W. Meek, Cashier.

Pay to the order of any Banker or Trust Co. Oct. 19, 1927. All prior endorsements guaranteed. City Savings Bank & Trust Co., Shreveport, La. Pay to the order of any Banker or Trust Co. First National Bank, Shreveport, La.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Oct. 21, 1927. San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 10-4-1927.

TEXAS BANK & TRUST COMPANY.

Pay to A. A. Shelton or order....$7.40
Seven and 40/100.....Dollars

J. T. ROBISON, Special,
By J. H. WALKER, Chf. Clk.

Return of revaluation fee on Sec. 37, Blk. 16, Brewster So. See letter No. 4965.

(Endorsed on back):

A. A. Shelton.

Pay to the order of any Bank, Banker or Trust Co. Oct. 13, 1927. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.

Paid. Austin Clearing House. Oct. 14, 1927. American National Bank.

Stamped "Paid" with stencil perforation.

No. 388.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order I. Sparks, care Roy I. Biggs.....$1.62
One and 62/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Oct. 30, 1928. (Previous endorsement guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Pay to the order of any Bank, Banker or Trust Company. October 29, 1928. (Previous endorsement guaranteed.) First National Bank, Pecos, Texas.

Paid. Austin Clearing House, Oct. 31, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 1345.

Austin, Texas, 9-14-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Ruth V. Bell.$4.34
Four and 34/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Ruth V. Bell, By W. E. Bell.

Pay to the order of any Bank or Banker. All prior endorsements guaranteed. Sep. 17, 1928. The Security State Bank, 88-2078, Pecos, Texas, 88-2078, Clarence Bell, Cashier.

Pay to the order of any Bank, Banker or Trust Co. (Previous endorsements guaranteed). Sep. 18, 1928. Dallas National Bank, Dallas, Texas.

Pay to the order of any Bank, Banker. Prior endorsements guaranteed. Sep. 19, 1928. San Antonio Branch Federal Reserve Bank of Dallas, Texas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 354.

Austin, Texas, 9-14-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of H. T. Collier.$95.73
Ninety-five and 73/100.....Dollars
J. T. ROBISON, Special.

(Endorsements on back):

H. T. Collier.

Pay to the order of any Bank, Banker. All prior endorsements guaranteed.

Sept. 20, 1928.

Security State Bank, Pecos, Texas. Clarence Tell, Cashier.

Pay to the order of any Bank, Banker or Trust Co.

Previous endorsements guaranteed, Sept. 21, 1928.

Dallas National Bank, Dallas, Texas.

Pay to the order of any Bank or Banker.

(Prior endorsements guaranteed.)

Sept. 22, 1929.

San Antonio Branch Federal Reserve Bank of Dallas, Texas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 355.

Austin, Texas, 9-14-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Mrs. A. J. Cooksey $18.60
Eighteen and 60/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):

Mrs. A. J. Cooksey.

Pay to the order of First National Bank, Pecos, Texas. Leader Grocery Company.

Pay to the order of any Bank, Banker or Trust Company.

Sept. 24, 1928. Previous endorsements guaranteed.

Fort Worth National Bank, Fort Worth, Texas.

Pay to the order of any Bank, Banker or Trust Co. 88-451, Sept. 22, 1928. 88-451.

First National Bank, Pecos, Texas.

Previous endorsements guaranteed.

Paid. Austin Clearing House, Sep. 25, 1928.

Stamped "Paid" with stencil perforation.

No. 356.

Austin, Texas, 9-14-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of J. M. Cooksey.$33.38
Thirty-three and 38/100.....Dollars
J. T. ROBISON, Special.

(Endorsements on back):

J. M. Cooksey.

Pay to the order of any Bank, Banker or Trust Co. Nov. 7, 1928. (Previous endorsement guaranteed). Fort Worth National Bank, Fort Worth, Texas.

Pay to the order of any Bank, Banker or Trust Co. Nov. 5, 1928. Previous endorsement guaranteed. First National Bank, Pecos, Texas.

Paid. Austin Clearing House, Nov. 8, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 357.

Austin, Texas, 9-14-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of J. C. Camps and Frank Wilson.....$0.48
Forty-eight cents.
J. T. ROBISON, Special.

(Endorsed on back):

J. C. Camp and Frank Wilson.

Pay to the order of any Bank or Banker. (All prior endorsements guaranteed). Sep. 18, 1928. The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any Bank, Banker or Trust Co.

Previous endorsement guaranteed.

Sep. 19, 1928.

Dallas National Bank, Dallas, Texas.

Pay to the order of any Bank or Banker.

Prior endorsements guaranteed. Sep. 20, 1928.

San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 358.

Austin, Texas, 9-14-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Geo. D. Coon.$1.92
One and 92/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):

Geo. D. Coon, By Mrs. Allio Coon, Executrix of Geo. D. Coon Estate.

Pay to the order of any Bank or Banker. (All prior endorsements guaranteed.)

Sept. 21, 1928.

The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any Bank, Banker or Trust Co.

(Previous endorsements guaranteed.)

Sep. 22, 1928.

Dallas National Bank, Dallas, Texas.

Pay to the order of any Bank or Banker.

(Previous endorsements guaranteed.)
Sep. 24, 1928.
San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 364.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of J. E. Eisenweine $4.32
Four and 32/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. E. Eisenweine.
Eagle Drug Company, Pecos, Texas.
Pay to the order of any Bank or Banker. (All prior endorsements guaranteed.)
Sep. 25, 1928.
The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.
Pay to the order of any Bank, Banker or Trustee.
Previous endorsements guaranteed.
Sep. 26, 1928.
Dallas National Bank, Dallas, Texas.
Pay to the order of any Bank or Banker. (Previous endorsements guaranteed.)
Sep. 27, 1928.
San Antonio Branch Federal Reserve Bank of Dallas. San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 365.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of J. T. Farrell, care J. A. Drawl.....$42.65
Forty-two and 65/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. T. Farrell.
Pay to the order of any Bank, Banker or Trust Co.
All previous endorsement guaranteed.
———— 18, 1928.
First National Bank, El Paso, Texas.
Paid. Austin Clearing House, Oct. 20, 1928.
American National Bank.
Stamped "Paid" with stencil perforation.

No. 367.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Mrs. Mary E. Griffin, care J. E. Drane...$15.36
Fifteen and 36/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. Mary E. Griffin, care J. A. Drane, by Mary E. Griffin.
Pay to the order of any Bank, Banker or Trust Co. Oct. 5, 1928. (Previous endorsements guaranteed.)
Sabinal National Bank, Sabinal, Texas.
Received payment through Austin Clearing House, Oct. 8, 1928.
Stamped "Paid" with stencil perforation.

No. 368.
Austin, Texas, 9-14, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Mrs. S. A. Heard $1.92
One and 92/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. S. A. Heard.
Paid. Austin Clearing House. Sep. 21, 1928. American National Bank.
Pay to the order of any bank, banker or trust company. 88-451 Sept. 19, 1928 88-451 Previous endorsements guaranteed. First National Bank, Pecos, Texas.
Stamped "Paid" with stencil perforation.

No. 372.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of T. S. Ingle...$3.84
Three and 84/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
T. S. Ingle.
Received payment through Austin Clearing House. Sept. 20, 1928. The Austin National Bank.
Pay to the order of any bank, banker or trust company. Sep. 18, 1928. Previous endorsements guaranteed. First National Bank, Pecos, Texas.
Stamped "Paid" with stencil perforation.

No. 374.
Austin, Texas, 9-15, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Frank Joplin $1.92
One and 92/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Frank Joplin.
Pay to the order of the Security State Bank, Pecos, Texas. "M" System Grocery.
Pay to the order of any bank, or banker. All prior endorsements guaranteed. Oct. 22, 1928. The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.
Stamped "Paid" with stencil perforation.

No. 375.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Mrs. Syd Kyle $39.36

Thirty-nine and 36/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Mrs. Sid Kyle.

Pay to the order of any bank, banker or trust company. Nov. 17, 1928. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Pay to the order of any bank, banker or trust company. Nov. 19, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Nov. 20, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 376.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of R. F. Kelton..$7.68

Seven and 68/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

R. F. Kelton.

Pay to the order of any bank, or banker. All prior endorsements guaranteed. Sept. 17, 1928. The Security State Bank. Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sep. 18, 1928. Dallas National Bank, Dallas, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 19, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 377.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of M. M. Leeman $38.40

Thirty-eight and 40/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

M. M. Leeman.

Paid. Austin Clearing House. Oct. 19, 1928. American National Bank.

Pay to the order of any bank, banker or trust company. Oct. 17, 1928. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Pay to the order of any bank, banker or trust company. Oct. 18, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Stamped "Paid" with stencil perforation.

No. 381.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Mrs. Ben Palmer $2.90

Two and 90/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Mrs. Ben Palmer.

Paid. Austin Clearing House. Sep. 20, 1928. American National Bank.

Pay to the order of any bank, banker or trust company. Sep. 17, 1828. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Pay to the order of any bank, banker or trust company. Sep. 19, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Stamped "Paid" with stencil perforation.

No. 384.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Alice M. Ross $42.24

Forty-two and 24/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Alice M. Ross.

Pay to the order of any bank or banker. All prior endorsements guaranteed. Sep. 21, 1928. The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sept. 24, 1928. Dallas National Bank, Dallas, Texas.

Stamped "Paid" with stencil perforation.

No. 385.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Ben Randall.$15.69

Fifteen and 69/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Ben Randall.

Pay to the order of any bank or banker. All previous endorsements guaranteed. Sep. 21, 1928. Security State Bank of Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any bank, banker or trust company. Previous endorse-

ments quaranteed. Sep. 22, 1928. Dallas National Bank, Dallas, Texas.

Stamped "Paid" with stencil perforation.

No. 389.

Austin, Texas, 9-15, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of A. O. Stanberry $2.16

Two and 16/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

A. O. Stanberry.

Pay to the order of the First National Bank, Pecos, Texas. Pecos Drug Company, The Rexall Store, D. W. Doseman, Owner.

Paid. Austin Clearing House. Sep. 20, 1928. American National Bank.

Pay to the order of any bank, banker or trust company. Sept. 18, 1928. (Previous endorsements guaranteed.) First National Bank, Pecos, Texas.

Pay to the order of any bank, banker, or trust company. Sep. 19, 1928. (Prior endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Stamped "Paid" with stencil perforation.

No. 390.

Austin, Texas, 9-15, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of J. E. Stanley.$1.92

One and 92/100 .....Dollars

J. T. ROBISON, Special.

J. A. Drane.

(Endorsed on back):

J. E. Stanley.

Pay to the order of any bank, banker or trust company. Sep. 21, 1928. (Previous endorsements guaranteed.) First State Bank, Copperas Cove, Texas.

Pay to the order of any banking or trust company. Sep. 22, 1928. Prior endorsements guaranteed. North Texas National Bank, Dallas, Texas.

Paid. Austin Clearing House. Sep. 24, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 392.

Austin, Texas, 9-15, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Elmer Wadley $1.92

One and 92/100 .....Dollars

J. T. ROBISON, Special.

No protest.

(Endorsement on back):

Elmer Wadley.

Pay to the order of the Security State Bank, Pecos, Texas. Williams-Kerr Chevrolet Company.

Pay to the order of any bank, or banker. All prior endorsements guaranteed. Sept. 20, 1928. The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sep. 21, 1928. Dallas National Bank, Dallas, Texas.

Stamped "Paid" with stencil perforation.

No. 393.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Williams & Hedblom $1.94

One and 94/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Williams & Hedblom. Ralph Williams.

Pay to the order of the First National Bank, Pecos, Texas. Pecos Drug Store. The Rexall Store, D. W. Bozeman, owner.

Pay to the order of any bank, banker or trust company. Sep. 23, 1928. Previous endorsements guaranteed. First National Bank, Pecos, Texas.

Received payment through Austin Clearing House. Nov. 26, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

No. 394.

Austin, Texas, 9-15-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Mr. J. B. Wright $1.68

One & 68/100 .....Dollars

J T. ROBISON, Special.

(Endorsed on back):

Mrs. J. B. Wright, by E. W. Thompson, Executor.

Pay to the order of any bank, banker or trust company. Sep. 22, 1928. (Previous endorsements guaranteed.) First National Bank, Pecos, Texas.

Pay to the order of any bank, banker or trust company. Sep. 24, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sep. 25, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 419.

Austin, Texas, 9-16-1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of Glen S. Bounson $46.47

Forty-six and 47/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Glen S. Bounson.
Pay to the order of any bank or banker. (All prior endorsements guaranteed.) Sep. 18, 1928. The Midland National Bank, Midland, Texas. R. M. Barron, Cashier.
Pay to the order of any bank, banker or trust company. Sep. 19, 1928. (Previous endorsements guaranteed.) The Continental National Bank, Fort Worth, Texas.
Received payment through Austin Clearing House. Sep. 20, 1928. The Austin National Bank.
Stamped "Paid" with stencil perforation.

No. 424.
Austin, Texas, 9-16-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of A. C. Caswell. $0.96
Ninety-six *cents* .....Dollars
J. T. ROBISON, Special.
S. Hotel.
(Endorsed on back):
A. C. Caswell.
Pay to the order of the First National Bank, Midland, Texas. Hotel Scharbauer, Inc.
Pay to the order of any bank, banker or trust company. Sep. 19, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Pay to the order of any bank or banker. (All previous endorsements guaranteed.) Sept. 18, 1928. First National Bank, Midland, Texas.
Paid. Austin Clearing House. Sep. 20, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 435.
Austin, Texas, 9-16, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of E. W. Estes..$1.92
One and 92/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. E. W. Estes.
W. M. Casey.
Pay to the order of any bank, banker or trust company. Oct. 30, 1928. Citizens National Bank, Odessa, Texas.
Pay to the order of any bank, banker or trust company. Oct. 31st, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Nov. 1, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 439.
Austin, Texas, 9-16-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of H. E. Hill...$7.68
Seven and 68/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
H. E. Hill.
Pay to the order of the First National Bank, Midland, Texas. J. E. Hill.
Pay to the order of any bank, banker or trust company. Oct. 5, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Pay to the order of any bank or banker. Oct. 4, 1928. First National Bank, Midland, Texas.
Paid. Austin Clearing House. Oct. 6, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 449.
Austin, Texas, 9-16, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Ora Mae Terry $9.60
Nine and 60/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Oremae Terry.
Mrs. J. Frank Coffin.
Pay to the order of any bank, banker or trust company. (Previous endorsements guaranteed.) Oct. 19, 1928. Republic National Bank and Trust Company, Dallas, Texas. Successor to The Republic National Bank.
Pay to the order of any bank, banker or trust company. (Prior endorsements guaranteed.) Oct. 20, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.
Pay to the order of any bank, banker or trust company. (All prior endorsements guaranteed.) Oct. 16, 1928. Main Office Los Angeles Division. Bank of Italy. National Trust and Savings Association, Los Angeles, Calif.
Pay to the order of any Bank, Banker or Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Washington Commercial and Savings Bank, Venice, Calif.
Stamped "Paid" with stencil perforation.

No. 471.
Austin, Texas, 9-16-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of J. F. Nevins. $13.75

Thirteen and 75/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. F. Nevins.
Pay to the order of any Bank or Banker. (All prior endorsements guaranteed.) Sep. 24, 1928. Farmers and Merchants National Bank. W. R. Keeble, Cashier, Abilene, Texas.
Received payment through Austin Clearing House, Sep. 26, 1928. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

No. 479.
Austin, Texas, 9-18-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of J. N. Brooker $173.13
One hundred seventy-three and 13/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. N. Brooker.
Pay to the order of any Bank, Banker or Trust Company, Sep. 20, 1928. (Previous endorsements guaranteed.) The Continental Nat'l Bank of Fort Worth, Fort Worth, Texas.
Received payment through Austin Clearing House, Sep. 21, 1928. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

No. 481.
Austin, Texas, 9-18-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of J. N. Brooker and Milano Land and Garden Company.....$5.53
Five and 53/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
J. N. Brooker and Milano Land & Garden Co.
Pay to the order of any Bank, Banker or Trust Company, Sep. 20, 1928. (Previous endorsement guaranteed.) The Continental Nat'l Bank of Fort Worth, Fort Worth, Texas.
Received payment through Austin Clearing House, Sep. 21, 1928. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

No. ——
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of J. R. Hinkle..$7.68
Seven and 68/100.....Dollars
Ref'd J. T. ROBISON, Special.
(Endorsed on back):
J. R. Hinkle.
H. W. Hinkle.
Pay to the order of any Bank, Banker or Trust Company. (Previous endorsements guaranteed.) Oct. 4, 1928. Dallas National Bank, Dallas, Texas.
Pay to the order of any Bank or Banker. (All prior endorsements guaranteed.) Oct. 3, 1928. The ———— State Bank, Pecos, Texas. Clarence Bell, Cashier.

Austin, Texas, Oct. 1, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to O. J. Sullivan for I. H. & Rosa Elder.....$23.04
Twenty-three and 04/100.....Dollars
Ref'd J. T. ROBISON, Special.
(Endorsed on back):
O. J. Sullivan for I. H. & Rosa Elder.
Pay Commerce Trust Company, Kansas City, Mo., or order, Oct. 13, 1928, National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Garvin, Cashier.
Pay to the order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.
Pay to any Bank or Banker or order. Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ———— Wheat, Cashier.
Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 1, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to O. J. Sullivan for R. C. Love $17.31
Seventeen and 31/100.....Dollars
Ref'd J. T. ROBISON, Special.
(Endorsed on back):
O. J. Sullivan for R. C. Love.
Pay Commerce Trust Company, Kansas City, Mo., or order National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Garvin, Cashier. Oct. 13, 1928.
Pay to order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.
Pay to any Bank or Banker or order, Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ——— Wheat, Cashier.
Stamped "Paid" with stencil perforation.

Austin, Texas, 10-1-1928.

TEXAS BANK & TRUST COMPANY.

Pay to O. J. Sullivan for Stockton Cattle Co. or order.....$39.05

Thirty-nine and 05/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

O. J. Sullivan for Stockton Cattle Co.

Pay Commerce Trust Company, Kansas city, Mo., or order. National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Garvin, Cashier. Oct. 18, 1928.

Pay to order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Pay to any Bank or Banker or order. Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ——— Wheat, Cashier.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 1, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to O. J. Sullivan for Keystone Cattle Co.....$119.53

One hundred nineteen and 53/100 .....Dollars

Ref'd.

J. T. ROBISON, Special.

(Endorsed on back):

O. J. Sullivan for Keystone Cattle Co.

Pay Commerce Trust Company, Kansas City, Mo., or order. National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Garvin, Cashier. Oct. 13, 1928.

Pay to any Bank or Banker or order. Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ——— Wheat. Cashier.

Pay to order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, Oct. 1, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to O. J. Sullivan for Delaware Mountain Ranch Co., or order $229.13

Two hundred twenty-nine and 13/100 .....Dollars

Ref'd J. T. ROBISON, Special.

(Endorsed on back):

O. J. Sullivan for Delaware Mt. R. Co.

Pay Commerce Trust Company, Kansas City, Mo., or order. National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Garvin, Cashier. Oct. 13, 1928.

Pay to any Bank or Banker or order. Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ——— Wheat, Cashier.

Pay to order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch of Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 343.

Austin, Texas, 9-14, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to the order of W. W. Brookfield $13.44

Thirteen and 44/100.....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

W. W. Brookfield.

Pay to the order of any Bank, Banker or Trust Company, Oct. 10, 1928. (Previous endorsements guaranteed.) First National Bank, Pecos, Texas.

Paid. Austin Clearing House, Oct. 13, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

Austin, Texas, 10-1-1928.

TEXAS BANK & TRUST COMPANY.

Pay to O. J. Sullivan for C. N. Stanton, Trustee, or order.....$19.20

Nineteen and 20/100.....Dollars

Ref'd. J. T. ROBISON, Special.

(Endorsed on back):

O. J. Sullivan for C. N. Stanton, Trustee.

Pay Commerce Trust Company, Kansas City, Mo., or order. National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Garvin, Cashier. Oct. 13, 1928.

Pay to any Bank or Banker or order. Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ——— Wheat, Cashier.

Pay to order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch of Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

Austin, Texas, 10-1-1928.

TEXAS BANK & TRUST COMPANY.

Pay to O. J. Sullivan for Odessa

Ranch Co., or order.....$74.53
Seventy-four and 53/100.....Dollars
Ref'd. J. T. ROBISON, Special.
(Endorsed on back):
O. J. Sullivan for Odessa Ranch Co.
Pay Commerce Trust Company, Kansas City, Mo., or order. National Stock Yards Nat'l Bank of National City, National Stockyards, Ill. R. D. Gavin, Cashier, Oct. 13, 1928.
Pay to any Bank or Banker or order. Commerce Trust Company. (All prior endorsements guaranteed.) Oct. 15, 1928. Kansas City, Mo. ——— Wheat, Cashier.
Pay to order of any Bank or Banker. (Prior endorsements guaranteed.) Oct. 17, 1928. San Antonio Branch of Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

Austin, Texas, Nov. 30, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Florence R. Kendall $23.78
Twenty-three and 78/100.....Dollars
Ref'd. J. T. ROBISON, Special.
(Endorsed on back):
Mrs. Florence R. Randall.
Pay to the order of any Bank or Banker. (Prior endorsements guaranteed.) Dec. 7, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.
Received credit through District Clearing House at Federal Reserve Bank of Dallas, Dec. 5, 1928. (Prior endorsements guaranteed.) First National Bank, Paris, Texas.
Pay to the order of any Bank or Banker. (Prior endorsements guaranteed.) Dec. 6, 1928. Federal Reserve Bank of Dallas.
Stamped "Paid" with stencil perforation.

No. 29.
Austin, Texas, Sept. 5, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to T. N. McKenzie or order..$67.20
Sixty-seven and 20/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
T. N. McKenzie.
Pay to the order of any Bank, Banker or Trust Company. (Previous endorsements guaranteed.) Sep. 17, 1928. First National Bank, Fort Stockton, Texas.
Pay to the order of any Bank, Banker or Trust Company, Sep. 19, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House, Sep. 20, 1928. American Nat'l Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 5, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to Frank E. Perry or order.$40.53
Forty and 53/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Frank E. Perry.
Fort Stockton Pharmacy, Fort Stockton, Texas.
Pay to the order of any Bank, Banker or Trust Co. (Previous endorsements guaranteed.) Sep. 7, 1928. First National Bank, Fort Stockton, Texas.
Pay to the order of any Bank, Banker or Trust Company, Sept. 10, 1928. Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House, Sep. 11, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 34.
Austin, Texas, ———
TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Annie Riggs, or order $1.32
One and 32/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Cr. A/C Mrs. Annie Riggs.
Pay to the order of any Bank, Banker or Trust Company. (Previous endorsements guaranteed.) Sept. 14, 1928. First National Bank, Fort Stockton, Texas.
Pay to the order of any Bank, Banker or Trust Company, Sept. 17, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House, Sept. 18, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 35—16730.
Austin, Texas, 9-6, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to Tom Riggs or order.....$14.88
Fourteen and 88/100.....Dollars
J. T. ROBISON, Special.
Tom Riggs.
(Endorsed on back):
Pay to the order of any Bank, Banker or Trust Company, Sept. 8, 1928. Previous endorsements guaranteed. The Central National Bank, San Angelo, Texas.
Pay to the order of any bank, banker

or trust company. All prior endorsements guaranteed. Sept. 6, 1928. Pecos County State Bank, Fort Stockton, Texas.

Paid. Austin Clearing House. Sep. 10, 1928. American Nat'l Bank.

Stamped "Paid" with stencil perforation.

No. 36. 16731

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to Mr. W. M. Riggs, or order.$.96

Ninety-six *cents* .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Mrs. H. W. Riggs.

Tom Riggs.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 6, 1928. Pecos County State Bank. Fort Stockton, Texas.

Pay to the order of any bank, banker or trust company. Sept. 8, 1928. Previous endorsements guaranteed. The Central National Bank, San Angelo, Texas.

Paid. Austin Clearing House. Sept. 10, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 48.

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to J. J. Allen, or order.....$6.30

¢John Perkins.

Six and 30/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Jack Allen, Tax Collector, Crane, Texas.

Pay to the order of any bank, banker or trust company. Sep. 25, 1928. Previous endorsements guaranteed. Citizens National Bank, Odessa, Texas.

Pay to the order of any bank, banker or trust company. Sept. 26, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sep. 27, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 49.

Austin, Texas, Sept. 6, 1928.

Pay to G. M. Benson, ¢ John Perkins $11.52

Eleven and 52/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

G. M. Benson.

Pay to the order of any bank, banker or trust company. Oct. 13, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 15, 1928. City National Bank, San Antonio, Texas. A. G. Engelke, Cashier.

Received payment through Austin Clearing House. Oct. 16, 1928. The Austin National Bank.

No. 52.

Austin, Texas, Sept. 6, 1928.

Pay to Mrs. Eula C. Brown, or order $42.24

Forty-two and 24/100 .....Dollars

¢ John Perkins.

J. T. ROBISON, Special.

(Endorsed on back):

Mrs. Eula C. Brown.

Pay to the order of any bank, banker or trust company. Sept. 15, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. Sept. 17, 1928. Previous endorsements guaranteed, Frost National Bank, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 53.

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to J. L. Crawford ¢ Jno. Perkins $24.96

Twenty-four and 96/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):

Cr. A/C J. P. Crawford.

Pay to the order of any bank, banker or trust company, Sep. 11, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 12, 1928. City National Bank, San Antonio, Texas. A. G. Engelke, Cashier.

Received payment. Austin Clearing House. Sep. 13, 1928. The Austin National Bank.

Stamped "Paid" with stencil perforation.

No. 56.

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.

Pay to Jas. E. Dodderidge ¢ Jno. Perkins, or order $11.33

Eleven and 33/100 .....Dollars

J. T. ROBISON, Special.

(Endorsed on back):
Jas. E. Doddridge.
Pay to the order of any bank, banker or trust company. Sep. 11, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.
Pay to the order of any bank, banker or trust company. Sept. 13, 1928. All previous endorsements guaranteed. Frost National Bank, San Antonio, Texas.
Received payment. Austin Clearing House. Sept. 14, 1928. The Austin National Bank.
Stamped "Paid" with stencil perforation.

No. 60.

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.
Pay to C. Givins, or order.....$19.20
Nineteen and 20/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
W. P. Henson. C. Givins.
Pay to the order of any bank, banker or trust company. Sept. 14, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.
Pay to the order of any bank, banker or trust company. Sept. 15, 1928. Previous endorsements guaranteed. Frost National Bank, San Antonio, Texas.
Received payment through Austin Clearing House. Sep. 17, 1928. The Austin National Bank.
Stamped "Paid" with stencil perforation.

No. 62.

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.
Pay to G. N. Graddy ¢ Jno. Perkins or order $3.01
Three and 01/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
G. N. Graddy,
F. M. Howry, Finan. Secy. L. U. No. 60 I. B. E. W., 933 Burnet Street, San Antonio, Texas.
Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Dec. 14, 1928. Guaranty State Bank. Alex. P. Villaret, Cashier, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 63.

Austin, Texas, Sept. 6, 1928.

TEXAS BANK & TRUST COMPANY.
Pay to Earl Green ¢ Jno. Perkins $17.28
Seventeen and 28/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Earl Green.
Pay to the order of any bank, banker or trust company. Sept. 13, 1928. Previous endorsements guaranteed. San Angelo National Bank, San Angelo, Texas.
Paid. Austin Clearing House. Sep. 15, 1928. American National Bank.

Austin, Texas, Sept. 11, 1928.

TEXAS BANK & TRUST COMPANY.
Pay to Mrs. Hallie E. Bowen, or order 96/100
Ninety-six cents
J. T. ROBISON, Special.
Texas Bank & Trust Company, Austin, Texas.
(Endorsed on back):
Mrs. Hallie E. Bowen.
J. E. Bowen.
Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sep. 15, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Sept. 18, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

Austin, Texas, Sept. 11, 1928.

TEXAS BANK & TRUST COMPANY.
Pay to Dr. Hugh W. Crouse, or order $12.81
Twelve & 81/100 .....Dollars
J. T. ROBISON, Special.
Texas Bank & Trust Company, Austin, Texas.
No Pro.
(Endorsed on back):
Pay The First National Bank, El Paso, Texas, or order. H. W. Crouse.
Pay to any bank, banker or trust company. All previous endorsements guaranteed. Sep. 18, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Sep. 20, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.

Austin, Texas, Sept. 11, 1928.

Pay to E. F. Cameron, 413-17 Caples Bldg., or order.....$3.84
Three & 84/100 .....Dollars
J. T. ROBISON, Special.
Texas Bank & Trust Company, Austin, Texas.
(Endorsed on back):
E. F. Cameron,
413-17 Caples Bldg.,
M. Scahrough.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sep. 15, 1928. First National Bank, El Paso, Texas.

Paid. Austin Clearing House. Sep. 18, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to W. B. Gray & T. P. Sharp, or order $1.02
One & 02/100 .....Dollars
J. T. ROBISON, Special.

Texas Bank & Trust Company, Austin, Texas.

No Pro.

(Endorsed on back):

W. B. Gray, T. P. Sharp

E. W. Earl, Trustee.

Pay to the order of any bank, banker or trust Co. All previous endorsements guaranteed. Dec. 14, 1928. State National Bank, El Paso, Texas.

Paid. Austin Clearing House. Dec. 17, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to Jos. J. Knox, or order...$66.34
Sixty-six & 34/100 .....Dollars
J. T. ROBISON, Special.

Texas Bank & Trust Company, Austin, Texas.

Jos. J. Knox.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sep. 13, 1928. El Paso National Bank, El Paso, Texas.

Received payment through Austin Clearing House. Sep. 15, 1928. The Austin National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to S. W. Moore, or order....$5.76
J. T. ROBISON, Special.

Texas Bank & Trust Company, Austin, Texas.

El Paso National Bank, Sept. 31, 1928.

(Endorsed on back):

S. W. Moore.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sep. 13, 1928. El Paso National Bank, El Paso, Texas.

Received payment through Austin Clearing House. Sept. 15, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to Mrs. Lora B. Pence
W. W. Pence

Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 18, 1928. First National Bank, El Paso, Texas.

Teller, Sep. 17, 1928.

Paid. Austin Clearing House, Sep 20, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to J. E. Quaid or order.....$40.40
Forty and 40/100.....Dollars
J. T. ROBISON, Special.

Texas Bank & Trust Company, Austin, Texas.

(Endorsed on back):

J. E. Quaid.

Pay to the order of any Bank, Banker or Trust Co. All prior endorsements guaranteed. Sep. 14, 1928. El Paso National Bank, El Paso, Texas.

Received payment through Austin Clearing House, Sep. 17, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to Grover C. Smith or order...$2.01
Two and 01/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):

Grover C. Smith.

J. H. Smith.

Pay to the order of any Bank, Banker or Trust Co. Nov. 17, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAbee, V. P. & Cashier.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Nov. 19, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Nov. 21, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.

Pay to Ed Vickers or order.....$1.92

One and 92/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of The First National Bank, El Paso, Texas. Vickers Ho-Maid Salad Dressing Co.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 14, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Sep. 17, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.
Pay to Miss Minnie Vickers or order $1.92
One and 92/100.....Dollars
No Pro. J. T. ROBISON, Special.
Teller, Sep. 12, 1928.
(Endorsed on back):
Minnie Vickers.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 13, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Sep. 15, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 11, 1928.
Pay to Elizabeth Whitaker or order $5.76
Five and 76/100.....Dollars
J. T. ROBISON, Special.
Teller, Sep. 14, 1928.
(Endorsed on back):
Elizabeth Whitaker.
E. M. Whitaker.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 15, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Sep. 18, 1928. The Austin Nat'l Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
(Duplicate.)
Austin, Texas, 9-12-1928.
Pay to G. O. Ellsworth, care E. W. Earl, or order.....$1.02
One and 02/100.....Dollars
No Pro. J. T. ROBISON, Special.
(Endorsed on back):
G. O. Ellsworth.
E. W. Earl, Trustee.
Teller. Dec. 13, 1928.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Dec. 14, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Dec. 17, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 12, 1928.
Pay to J. E. Bowen or order.....$9.30
Nine and 30/100.....Dollars
J. T. ROBISON, Special.
Teller. Sep. 15, 1928.
(Endorsed on back):
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 15, 1928. First National Bank, El Paso, Texas.
J. E. Bowen.
Paid. Austin Clearing House. Sep. 18, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 13, 1928.
Pay to Mrs. Jennie Breeding or order $6.12
Six and 12/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. Jennie Breeding.
Pay to the order of State National Bank, El Paso, Texas. Sep. 17, 1928. All prior endorsements guaranteed. First National Bank, Fabens, Texas.
Pay to the order of any Bank, Banker or Trust Co. Sep. 18, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.
Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 18, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.
Pay to the order of First National Bank, Fabens, Texas. Palmer's Drug Store.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 13, 1928.
Pay to L. V. Carroll or order...$19.20
Nineteen and 20/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
L. V. Carroll.
Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 15, 1928. Sierra Blanco State Bank, Sierra Blanco, Texas.
Pay to the order of Federal Reserve Bank. Sep. 17, 1928. All prior en-

dorsements guaranteed. City National Bank, Dallas, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sept. 18, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 13, 1928.

Pay to Jno. L. Dodson or order..$15.67
Fifteen and 67/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):

Jno. L. Dodson.

Pay to the order of The Security State Bank of Pecos, Texas. Fred W. Clark.

Pay to the order of any Bank or Banker. All previous endorsements guaranteed. Sep. 29, 1928. The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.

Pay to the order of any Bank, Banker or Trust Co. Previous endorsements guaranteed. Oct. 1, 1928. Dallas National Bank, Dallas, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Oct. 2, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.

Pay to J. W. Espy or order.....$13.56
Thirteen and 56/100.....Dollars
No Pro. J. T. ROBISON, Special.

(Endorsed on back):

J. W. Espy.

Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 17, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any Bank, Banker or Trust Co. Sep. 19, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 19, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 21, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.

Pay to J. C. Fisher or order.....$4.69
Four and 69/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):

J. C. Fisher.

Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 28, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Oct. 1, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any Bank, Banker or Trust Co. Oct. 1, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Oct. 3, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.

Pay to E. H. Fowlkes, or order...$3.84
Three and 84/100.....Dollars
J. T. ROBISON, Special.

(Endorsed on back):

E. H. Fowlkes.

W. D. Bloys.

Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 20, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any Bank, Banker or Trust Co. Sep. 22, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 22, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 24, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.

Pay to W. O. Grubb or order...$36.48
Thirty-six and 48/100.....Dollars
J. T. ROBISON, Special.

No Pro.

(Endorsed on back):
W. O. Grubb.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Sep. 19, 1928. Fort Davis State Bank, Fort Davis, Texas.
Pay to the order of any Bank, Banker or Trust Co. Sep. 21, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.
Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 21, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to B. H. & Geo. M. Grierson or order.....$1.56
One and 56/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
B. H. & Geo. M. Grierson.
Pay to any Bank, Banker or Trust Co. Jan. 9, 1929. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranteed. Jan. 10, 1929. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Jan. 12, 1929. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to Gleim & Espy or order...$3.84
Three and 84/100.....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Gleim & Espy.
Pay to the order of any Bank, Banker or Trust Co. All previous endorsements guaranted. Sep. 17, 1928. Fort Davis State Bank, Fort Davis, Texas.
Pay to the order of any Bank, Banker or Trust Co. Sep. 19, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.
Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Sep. 19, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.
Pay to any Bank or Banker. Prior endorsements guaranteed. Sep. 21, 1928. San Antonio Branch Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to C. V. Matthews or order..$14.84
Fourteen and 84/100.....Dollars
J. T. ROBISON, Special.
N. P.
(Endorsed on back):
C. V. Matthews.
By Louise Matthews.
Pay to the order of any bank, banker or trust company. Dec. 19, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.
Pay to the order of any bank, banker or trust company. Dec. 21, 1928. Previous endorsements guaranteed. Frost National Bank, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to J. W. McElroy, or order..$5.76
Five & 76/100 .....Dollars
J. T. ROBISON, Special.
No-Pro.
(Endorsed on back):
J. W. McElroy.
Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sep. 22, 1928. Fort Davis State Bank, Fort Davis, Texas.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 24, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.
Pay to the order of any bank, banker or trust company. Sep. 24, 1928. All previous endorsements guaranteed. State National Bank, El Paso, Texas, R. W. McAfee, V. P. & Cashier.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 26, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to B. B. McCutcheon & Bro.
B. B. McCutcheon and W. W. McCutcheon, or order $40.97
Forty & 97/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
B. B. McCutcheon & Bro.
B. B. McCutcheon and W. W. McCutcheon. By B. B. McCutcheon.

Pay to the order of The State National Bank, Alpine, Texas. Holland Coffee Shop.

Pay to any bank, banker or trust company. Oct. 13, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 15, 1928. City National Bank, San Antonio, Tex., A. G. Engelke, Cashier.

Received payment through Austin Clearing House. Oct. 16, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to J. C. Prude & Co., or order $5.46
Five & 46/100 .....Dollars
J. T. ROBISON, Special.
No-Pro.
(Endorsed on back):
J. C. Prude & Co.
W. D. Bloys.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sep. 20, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any bank, banker or trust company. Sep. 22, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas, R. W. McAfee, V. P. & Cashier.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 22, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 24, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to Mac H. Sproul, or order..$1.92
One & 92/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mac H. Sproul.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Oct. 2, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any bank, banker or trust company. Oct. 4, 1928. Previous endorsements guaranteed. The State National Bank, El Paso, Texas, R. W. McAfee, V. P. & Cashier.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 4, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 6, 1928. San Antonio Branch, Federal Reserve Bank, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to Jose Salcido, c/o W. D. Bloys, or order.....$3.84
Three & 84/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Jose Salcido,
By W. D. Bloys

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sep. 17, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any bank, banker or trust company. Sep. 19, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas, R. W. McAfee, V. P. & Cashier.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 19, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 21, 1928. San Antonio Branch, Federal Reserve Bank, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to C. C. Boyd, or order....$11.16
Eleven & 16/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
C. C. Boyd.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sep. 15, 1928. Toyah Valley State Bank, Salmonmeka, Texas.

Pay to the order of any bank, banker or trust company. Sep. 18, 1928. All previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sep. 19, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to Mrs. J. L. Moore, or order $23.04
Twenty-three & 04/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. J. L. Moore.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Sep. 15, 1928. Toyah Valley State Bank, Salmonmeka, Texas.

Pay to the order of any bank, banker or trust company. Sep. 18, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sep. 19, 1928. The Austin Nat'l Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to J. T. Moore, or order.....$3.51
Three & 51/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Pay to
State Treasurer
J. T. Robison,
Commissioner General Land Office.

For collection Oct. 25, 1928, W. Gregory Hatcher, State Treasurer of Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to Jas. H. Walker, or order..$7.10
Seven & 10/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Jas. H. Walker.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sep. 15, 1928. Toyah Valley State Bank, Salmonmeka, Texas.

Pay to the order of any bank, banker or trust company. Sep. 18, 1928. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sept. 19, 1928. The American National Bank.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to C. G. Carmack, or order..$5.34
Five & 34/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
C. G. Carmack.

Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sep. 15, 1928. Fort Davis State Bank, Fort Davis, Texas.

Pay to the order of any bank, banker or trust company. Sep. 17, 1928. (All previous endorsements guaranteed.) The State National Bank, El Paso, Texas, R. W. McAfee, V. P. & Cashier.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 17, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Tex.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sep. 19, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to Mrs. W. E. Gould, or order $8.64
Eight & 64/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. W. E. Gould.

Pay to the order of any bank, banker or trust company. (All prior endorsements guaranteed.) Sep. 19, 1928. Toyah Valley State Bank, Salmonmeka, Texas.

Pay to the order of any bank, banker or trust company. Sep. 22, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sep. 24, 1928. American National Bank.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to A. W. Hosie, or order....$7.43
Seven & 43/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. A. W. Hosie.

Pay to the order of any bank, banker or trust company. Oct. 10, 1928. Previous endorsements guaranteed. Citizens State Bank, Quanah, Texas.

Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to W. L. Kingston, Jr., or order $5.24
Five & 24/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
W. L. Kingston.
Balmonkia Drug Co.
Pay to the order of any bank, banker or trust company. (All prior endorsements guaranteed.) Sep. 15, 1928. Toyah Valley State Bank, Salmonmeka, Texas.
Pay to the order of any bank, banker or trust company. Sep. 18, 1928. (All prior endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Sep. 19, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

TEXAS BANK & TRUST COMPANY.
Austin, Texas, Sept. 14, 1928.
Pay to A. A. Kingston, or order..$3.36
Three & 36/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
A. L. Kingston.
Phantom Lake Camp.
Pay to the order of any bank, banker or trust company. (All prior endorsements guaranteed.) Nov. 26, 1928. Toyah Valley State Bank, Salmonmeka, Texas.
Pay to the order of any bank, banker or trust company. Nov. 28, 1928. (Previous endorsements guaranteed.) Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Nov. 30, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 119.
Austin, Texas, Sept. 8, 1928.
Pay to Mrs. Annie Childers or order $9.60
Nine & 60/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. Annie Childers.
Pay to the order of any bank, banker or trust company. Oct. 4, 1928. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 8, 1928. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Oct. 10, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 230.
Austin, Texas, Sept. 9, 1928.
Pay to I. V. McElroy or order...$8.56
Eight & 56/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
I. V. McEleroy.
Pay to the order of any bank, banker or trust company. Sept. 18, 1928. Previous endorsements guaranteed. Citizens State Bank.
Stamped "Paid" with stencil perforation.

No. 232.
Austin, Texas, Sept. 9, 1928.
Pay to E. G. McAdoo or order..$28.80
Twenty-Eight and 80/100.....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
E. G. McAdoo.
Pay to the order of any bank or banker. All endorsements guaranteed. Sept. 14, 1928. Sierra Blanca State Bank, Sierra Blanca, Texas.
Pay to the order of Federal Reserve Bank, Sept. 17, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Pay to the order of any bank or banker. All prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 122.
Austin, Texas, Sept. 8, 1928.
Pay to Amy Pool Greenwood, H. M. Greenwood, Mildred Burton Pool, Mrs. F. M. Pool, care K. C. Miller, or order.....$8.96
Eight and 96/100.....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Amy Pool Greenwood.
H. M. Greenwood.
Mildred B. Pool.
Mrs. F. M. Pool.
Pay to the order of any Bank, Banker or Trust Co. Sept. 17, 1928. Marfa State Bank, Marfa, Texas.
Pay to the order of any Bank, Banker

or Trust Co. Sept. 19, 1928. First National Bank, El Paso, Texas.

Paid. Austin Clearing House. Sept. 21, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 124.

Austin, Texas, Sept. 8, 1928.

Pay to H. B. Holmes or order..$28.80
Twenty-eight and 80/100.....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

H. B. Holmes.

R. E. L. Adam.

Pay to the order of any Bank, Banker or Trust Co. Oct. 17, 1928. Previous endorsements guaranteed. First National Bank.

Pay to the order of any Bank, Banker or Trust Co. Oct. 18, 1928. Previous endorsements guaranteed. Seguin State Bank & Trust Co., Seguin, Texas.

Paid through Austin Clearing House. Oct. 19, 1928.

Stamped "Paid" with stencil perforation.

No. 131.

Austin, Texas, Sept. 8, 1928.

Pay to H. H. Kilpatrick or order..$3.84
Three and 84/100.....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

H. H. Kilpatrick.

Pay to the order of any Bank, Banker or Trust Co. Sept. 17, 1928. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.

Pay to the order of any Bank, Banker or Trust Co. Sept. 17, 1928. All previous endorsements guaranteed. First National Bank, El Paso, Texas.

Paid. Austin Clearing House, Sept. 21, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 132.

Austin, Texas, Sept. 8, 1928.

Pay to Mrs. Mollie Knight or order $17.28
Seventeen and 28/100.....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Mrs. Mollie Knight.

Pay to the order of any Bank, Banker or Trust Co. Oct. 11, 1928. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.

Pay to the order of any Bank, Banker or Trust Co. Oct. 13, 1928. All previous endorsements guaranteed. First National Bank, El Paso, Texas.

Paid. Austin Clearing House. Oct. 16, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 136.

Austin, Texas, Sept. 8, 1928.

Pay to Dixie Pool McGee or order $13.65
Thirteen and 65/100.....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Dixie Pool McGee.

Pay to the order of State National Bank, El Paso, Texas. Oct. 19, 1928. All prior endorsements guaranteed. First National Bank, Fabens, Texas.

Pay to the order of any Bank, Banker or Trust Co. Oct. 20, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.

Pay to the order of any Bank or Banker. Prior endorsements guaranteed. Oct. 20, 1928. El Paso Branch Federal Reserve Bank of Dallas, El Paso, Texas.

Stamped "Paid" with stencil perforation.

No. 137.

Austin, Texas, Sept. 8, 1928.

Pay to R. W. McGee or order....$11.52
Eleven and 52/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of State National Bank, El Paso, Texas. Oct. 19, 1928. All prior endorsements guaranteed. First National Bank, Fabens, Texas.

Pay to the order of any bank, banker or trust company. Oct. 20, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 20, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.

Stamped "Paid" with stencil perforation.

No. 150.

Austin, Texas, Sept. 8, 1928.

Pay to M. D. Sutherlin, Est-%

Grover M. Sutherlin, Ind. Exec.
or order .....$ .24
Twenty-four cents .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsement on back):
G. M. Sutherlin.
Executor of the Estate of M. D. Sutherlin.
Rommey Bins.
Eugene Rommy.
Pay to the order of any bank or banker. All prior endorsements guaranteed. Sept. 20, 1928. The Bank of Safford, Duncan Branch, Duncan, Arizona.
Pay to the order of any bank, banker or trust company. Sept. 22, 1928. All previous endorsements guaranteed. First National Bank, El Paso, Texas.
Paid. Austin Clearing House, Sept. 25, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 149.
Austin, Texas, Sept. 8, 1928.
Pay to G. N. Sutherlin or order..$14.94
Fourteen and 94/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
G. M. Sutherlin.
Rommy Bros.
Eugene Rommy.
Pay to the order of any bank or banker. Sept. 20, 1928. All prior endorsements guaranteed. The Bank of Safford, Duncan Branch, Duncan, Arizona.
Pay to the order of any bank, banker or trust company. Sept. 22, 1928. All previous endorsements guaranteed. First National Bank, El Paso, Texas.
Paid. Austin Clearing House. Sept. 25, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 143.
Austin, Texas, Sept. 8, 1928.
Pay to John A. Pool, Sr.
or order $13.44
Thirteen and 44/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
J. A. Pool, Sr.
Pay to the order of any bank, banker or trust company. Oct. 13, 1928. All prior endorsements guaranteed. Marfa State Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Oct. 15, 1928. All previous endorsements guaranteed. First National Bank, El Paso, Texas.
Paid. Austin. Clearing House. Oct. 17, 1928. American National Bank.
Stamped "paid" with perforated stencil.

No. 141.
Austin, Texas, Sept. 8, 1928.
Pay to T. T. Neill or order.....$37.93
Thirty Seven and 93/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
T. T. Neill.
Pay to the order of any bank, banker or trust company. Sept. 28, 1928. All prior endorsements guaranteed. The American National Bank, Silver City, New Mexico.
Pay to the order of any bank, banker or trust company. Sept. 29, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.
Pay to the order of any bank or banker. Oct. 1, 1928. All prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with perforated stencil.

No. 160.
Austin, Texas, Sept. 8, 1928.
Pay to Mrs. C. L. Bell or order....$4.71
Four and 71/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. C. L. Bell.
Pay to the order of Fort Davis State Bank, Fort Davis, Texas. Valentine Market.
Pay to the order of any bank, banker or trust company. Sept. 25, 1928. All previous endorsements guaranteed. Fort Davis State Bank, Fort Davis, Texas.
Pay to the order of any bank, banker or trust company. Sept. 27, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.
Pay to the order of any bank or banker. Sept. 29, 1928. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 163.
Austin, Texas, Sept. 8, 1928.
Pay to Ford & Clarence Bell,

or order $22.32
Twenty-two and 32/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Bell Bros.
By C. L. Bell.
Ford & Clarence Bell.
Pay to the order of The Marfa National Bank, Marfa, Texas. Valentine Trading Co.
Pay to the order of any bank, banker or trust company. Sept. 27, 1928. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Sept. 28, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Sept. 29, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 165.
Austin, Texas, Sept. 8, 1928.
Pay to Rube M. Evans or order..$40.03
Forty and 03/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Rube M. Evans.
Pay to the order of any bank, banker or trust company. Oct. 8, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Oct. 10, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Oct. 11, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 166.
Austin, Texas, Sept. 8, 1928.
Pay to Mrs. C. W. Evans, % M. Evans or order $32.55
Thirty-two and 55/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Mrs. G. W. Evans.
Pay to the order of The Marfa National Bank, Marfa, Texas. Valentin Trading Co.
Pay to the order of any bank, banker or trust company. Oct. 15, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Oct. 17, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Oct. 18, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 169.
Austin, Texas, Sept. 8, 1928.
Pay to Maggie E. Means or order..$6.25
Six and 25/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Maggie E. Means.
Pay to the order of the Marfa National Bank, Marfa, Texas. Valentine Trading Co.
Pay to the order of any bank, banker or trust company. Sept. 13, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Sept. 14, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House, Sept. 15, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 170.
Austin, Texas, Sept. 8, 1928.
Pay to R. L. Means or order.....$9.60
Nine and 60/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON. Special.
(Endorsed on back):
L. L. Means.
R. L. Means.
Pay to the order of The Marfa National Bank, Marfa, Texas. Valentine Trading Co.
Pay to the order of any bank, banker or trust company. Sept. 14, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Sept. 15, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Sept. 17, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 171.
Austin, Texas, Sept. 8, 1928.
Pay to R. L. Alfred and Margaret E. Means or order $19.20
Nineteen and 20/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.

(Endorsed on back):
R. L. Means.
Alfred E. Means.
Maggie E. Means.
Pay to the order of The Marfa National Bank, Marfa, Texas. Valentine Trading Co.
Pay to the order of any bank, banker or trust company. Sept. 13, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Sept. 13, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Sept. 14, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Sept. 15, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 172.

Austin, Texas, Sept. 8, 1928.

Pay to W. A. Means or order....$2.88
Two and 88/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
W. A. Means.
Pay to the order of the Marfa National Bank, Marfa, Texas. Valentine Trading Co.
Pay to the order of any bank, banker or trust company. Oct. 11, 1928. All prior endorsements guaranteed. The Marfa National Bank, Marfa, Texas.
Pay to the order of any bank, banker or trust company. Oct. 13, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Oct. 15, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 173.

Austin, Texas, Sept. 8, 1928.

Pay to Will A. Means or order...$2.82
Tow and 82/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
Will A. Means.
Pay to the order of the Marfa National Bank, Marfa, Texas. Valentine Trading Co.
Pay to the order of any bank, banker or trust company. Oct. 11, 1928. The Marfa National Bank, Marfa, Texas. All prior endorsements guaranteed.
Pay to the order of any bank, banker or trust company. Oct. 13, 1928. Previous endorsements guaranteed. Alamo National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Oct. 15, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 188.

Austin, Texas, Sept. 9, 1928.

Pay to Mrs. D. B. Jackson or order $1.85
One and 85/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
Mrs. D. B. Jackson.
Morris Meat Market, Van Horn, Texas. C. A. Morris.
Pay to the order of any bank, banker or trust company. Sept. 21, 1928. Previous endorsements guaranteed. Van Horn State Bank, Van Horn, Texas.
Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Sept. 22, 1928. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.
Pay to the order of any banker, bank or trust company. Sept. 22, 1928. Prior endorsements guaranteeed. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.
Pay to the order of any bank or banker. Sept. 24, 1928. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 194.

Austin, Texas, Sept. 9, 1928.

Pay to R. L. Mathers or order..$34.97
Thirty-four .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
L. R. Mathers.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 2, 1928. Sierra Blanca State Bank, Sierra Blanca, Texas.
Pay to the order of Federal Reserve Bank. Oct. 3, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Stamped "Paid" with stencil perforation.

No. 200.

Austin, Texas, Sept. 9, 1928.

Pay to C. A. Norton ¢ Benton T. William or order $1.92

One and 92/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
C. A. Norton.
Pay to the order of Sierra Blanca State Bank, Blanca Drug Company, Sierra Blanca, Texas.
Pay to the order of Federal Reserve Bank. All prior endorsements guaranteed. Sept. 15, 1928. City National Bank, Dalllas, Texas.
Stamped "Paid" with stencil perforation.

No. 201.
Austin, Texas, Sept. 9, 1928.
Pay to H. W. Reynolds & Son or order $46.29
Forty-six and 29/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
H. W. Reynolds & Sons.
Pay to the order of any bank, banker or trust company. Prior endorsements guaranteed. Sept. 24, 1928. Sierra Blanca State Bank, Sierra Blanca, Texas.
Pay to the order of the Federal Reserve Bank. Sept. 25, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Pay to the order of any bank or banker. Sept. 26, 1928. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 209.
Austin, Texas, Sept. 9, 1928.
Pay to J. A. Guerra or order....$3.84
Three and 84/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
J. A. Guerra.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Sept. 14, 1928. Sierra Blanca State Bank, Sierra Blanca, Texas.
Pay to the order of Federal Reserve Bank. Sept. 17, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Sept. 18, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 210.
Austin, Texas, Sept. 9, 1928.
Pay to J. C. Honeycutt or order..$21.35
Twenty-one and 35/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
J. C. Honeycutt.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Sept. 12, 1928. Sierra Blanca State Bank, Sierra Blanca, Texas.
Pay to the order of Federal Reserve Bank. Sept. 14, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Pay to the order of any bank or banker. Sept. 15, 1928. All prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 217.
Austin, Texas, Sept. 9, 1928.
Pay to Sierra Blanca State Bank or order $29.98
Twenty-Nine and 98/100 .....Dollars
Texas Bank & Trust Company. Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Pay to the order of any bank or banker. Sept. 11, 1928. Prior endorsements guaranteed. Sierra Blanca State Bank, Sierra Blanca, Texas.
Pay to order of Federal Reserve Bank. Sept. 13, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Pay to the order of any bank or banker. Prior endorsements guaranteed. Sept. 14, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 218.
Austin, Texas, Sept. 9, 1928.
Pay to W. M. Ward or order.....$25.29
Twenty-five and 29/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
W. M. Ward.
Pay to the order of any bank, banker or trust company. Sept. 11, 1928. Previous endorsements guaranteed. Van Horn State Bank, Van Horn, Texas.

Pay to the order of any bank, banker or trust company. Sept. 12, 1928. All previous endorsements guaranteed. The State National Bank, El Paso, Texas. R. W. McAfee, V. P. & Cashier.

Pay to the order of any bank, banker of trust company. Prior endorsements guaranteed. Sept. 13, 1928. El Paso Branch, Federal Reserve Bank of Dallas, El Paso, Texas.

Stamped "Paid" with stencil perforation.

No. 219.

Austin, Texas, Sept. 9, 1928.

Pay to C. Wood or order $5.76
Five and 76/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

C. Wood.

Pay to the order of any bank or banker. Sept. 13, 1928. Prior endorsements guaranteed. Sierra Blanca State Bank, Sierra Blanca, Texas.

Pay to the order of Federal Reserve Bank. Sept. 15, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.

Stamped "Paid" with stencil perforation.

No. 223.

Austin, Texas, Sept. 9, 1928.

Pay to J. V. McAdoo or order....$25.38
Twenty-five and 38/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

J. V. McAdoo.

Pay to the order of any bank or banker. Jan. 15, 1929. Prior endorsements guaranteed. Sierra Blanca State Bank, Sierra Blanca, Texas.

Pay to the order of Federal Reserve Bank. Jan. 17, 1929. All prior endorsements guaranteed. City National Bank, Dallas, Texas.

Pay to the order of any bank or banker. Jan. 18, 1929. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 224.

Austin, Texas, Sept. 9, 1928.

Pay to N. B. Melton or order....$137.38
One Hundred Thirty-seven and 38/100 ..... Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

For deposit in Circle Branch Acct. W. B. Melton.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Sept. 18, 1928. Sierra Blanca State Bank, Sierra Blanca, Texas.

Pay to the order of any bank or banker. Sept. 20, 1928. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 322.

Austin, Texas, Sept. 14, 1928.

Pay to J. O. Kingston or order..$19.90
Nineteen and 90/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of any bank or banker or trust company. All prior endorsements guaranteed. Sept. 17, 1928. Toyah Valley State Bank.

Pay to the order of any bank, banker or trust company. Sept. 19, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sept. 20, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 323.

Austin, Texas, Sept. 14, 1928.

Pay to Lee D. Kingston or order...$3.99
Three and 99/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of any bank, banker or trust company. Sept. 17, 1928. All prior endorsements guaranteed. Toyah Valley State Bank, Balmorea, Texas.

Pay to the order of any bank, banker or trust company. Sept. 19, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.

Paid. Austin Clearing House. Sept. 20, 1928. American National Bank.

Stamped "Paid" with stencil perforation.

No. 329.

Austin, Texas, Sept. 14, 1928.

Pay to Chas. Spittgarber or order..$ .96
Ninety-Six cents ..... Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
Chas. Spittgarber.
Pay to the order of any bank, banker or trust company. Sept. 18, 1928. All prior endorsements guaranteed. Toyah Valley State Bank, Balmorea, Texas. Cashier.
Pay to the order of any bank, banker or trust company. Sept. 20, 1928. Previous endorsement guaranteed. Fort Worth State Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Sept. 21, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 83.

Austin, Texas, Sept. 7, 1928.

Pay to P. B. Wilson, % Jake Perkins or order $2.95
Two and 95/100 ..... Dollars
Texas Bank and Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
P. B. Wilson.
Pay to the order of The San Angelo National Bank. For deposit only. Miller Paint Co.
Pay to the order of any bank, banker or trust company. Sept. 13, 1928. Previous endorsements guaranteed. San Angelo National Bank, San Angelo, Texas.
Paid. Austin Clearing House. Sept. 15, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 84.

Austin, Texas, Sept. 7, 1928.

Pay to Laura Bain, Executors, % W. Van Sickle, or order.....$1.92
One and 92/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
Sam Calbert, Executor of Laura Bain Estate.
Pay to the order of any bank, banker or trust company. Sept. 11, 1928. Previous endorsements guaranteed. First National Bank, Houston, Texas. O. W. Jackson, Cashier.
Pay to the order of any bank, banker or trust company. Sept. 12, 1928. All prior endorsements guaranteed. The American First National Bank, Oklahoma City, Okla.
Pay to the order of any bank or banker. Sept. 15, 1928. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 85.

Austin, Texas, Sept. 7, 1925.

Pay to Robert Bain, % W. Van Sickle or order $15.36
Fifteen and 36/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
Robert Bain.
Pay to order of any bank or banker. Prior endorsements guaranteed. Oct. 4, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 86.

Austin, Texas, Sept. 7, 1928.

Pay to Sam Culbert, % W. Van Sickle or order $9.60
Nine and 60/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
Sam Culbert.
Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 12, 1928. The American First National Bank, in Oklahoma City.
Pay to the order of any bank, banker or trust company. Sept. 14, 1928. Previous endorsements guaranteed. First National Bank, O. W. Jackson, Cashier. Houston, Texas.
Pay to the order of any bank or banker. Sept. 15, 1928. Prior endorsements guaranteed. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.
Stamped "Paid" with stencil perforation.

No. 90.

Austin, Texas, Sept. 7, 1928.

Pay to T. J. Roberts, % Jno. Perkins or order $15.36
Fifteen and 36/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
T. J. Roberts.
Ella May Roberts, 408 Terrell Ave., San Antonio.
Pay to the order of any bank or trust company. Sept. 13, 1928. Pre-

vious endorsements guaranteed. The Groos National Bank, San Antonio, Texas.

Received payment through The Austin National Bank. Sept. 14, 1928. Austin Clearing House.

Stamped "Paid" with stencil perforation.

No. 97.

Austin, Texas, Sept. 7, 1928.

Pay to Harris S. Smith, ¢ Jno. Perkins or order.....$11.90
Eleven and 90/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of First National Bank, of Alpine. Texas. L. Forchheimer.

Pay to the order of any bank, banker or trust company. Oct. 2, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.

Received payment through The Austin National Bank. Oct. 4, 1928. Austin Clearing House.

Stamped "Paid" with stencil perforation.

No. 101.

Austin, Texas, Sept. 7, 1928.

Pay to J. H. Rector or order....$1.92
One and 92/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

J. H. Rector.

Pay to the order of any bank, banker or trust company. Sept. 8, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.

Pay to the order of any bank, banker or trust company. Sept. 10, 1928. All prior endorsements guaranteed. City National Bank, San Antonio, Texas. A. G. Engelke, Cashier.

Received payment through The Austin National Bank. Sept. 11, 1928. Austin Clearing House.

Stamped "Paid" with stencil perforation.

No. 102.

Austin, Texas, Sept. 7, 1928.

Pay to C. D. Wood or order.....$.96
Ninety-six cents .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

C. D. Wood.

Pay to the order of the First National Bank, Alpine, Texas. Alpine Hardware Co.

Pay to the order of any bank, banker or trust company. Sept. 12, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.

Received payment through The Austin National Bank. Sept. 14, 1928. Austin Clearing House.

Stamped "Paid" with stencil perforation.

No. 103.

Austin, Texas, Sept. 7, 1928.

Pay to C. D. Wood and W. G. Fuider or order $1.92
One and 92/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):

Pay to the order of the First National Bank, Alpine, Texas, Alpine Hardware Co.

C. D. Wood.

W. G. Fuider.

Pay to the order of any bank, banker or trust company. Sept. 12, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.

Received payment through The Austin National Bank. Sept. 14, 1928. Austin Clearing House.

Stamped "Paid" with stencil perforation.

No. 117.

Austin, Texas, Sept. 8, 1928.

Pay to Hans Brian or order.....$1.92
One and 92/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsement on back):

Pay to the order of The Marfa National Bank, Marfa, Texas. Hans Brian.

Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Oct. 3, 1928. The Marfa National Bank, Marfa, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Oct. 8, 1928. San Antonio Branch, Federal Reserve Bank of Dallas, San Antonio, Texas.

Stamped "Paid" with stencil perforation.

No. 118.

Austin, Texas, Sept. 8, 1928.

Pay to W. H. Cleveland or order.$28.23
Twenty-Eight and 23/100 .....Dollars

Texas Bank & Trust Company, Austin, Texas.

J. T. ROBISON, Special.

(Endorsed on back):
W. H. Cleveland.
Pay to the order of Federal Reserve Bank. Sept. 17, 1928. All prior endorsements guaranteed. City National Bank, Dallas, Texas.
Pay to the order of any bank, banker or trust company. Sept. 15, 1928. Prior endorsements guaranteed. Sierra Blanca State Bank, Sierra Blanca, Texas.
Stamped "Paid" with stencil perforation.

No. 64.
Austin, Texas, Sept. 6, 1928.
Pay to Wm. Green, ¢ Jno. Perkins or order $19.20
Nineteen and 20/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Wm. Green.
Pay to the order of any bank, banker or trust company. Sept. 26, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.
Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 27, 1928. City National Bank, San Antonio, Texas. A. G. Engelke, Cashier.
Received payment through The Austin National Bank. Sept. 28, 1928. Austin Clearing House.
Stamped "Paid" with stencil perforation.

No. 65.
Austin, Texas, Sept. 6, 1928.
Pay to C. B. Hudspeth ¢ Jno. Perkins or order $45.40
Forty-five and 40/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
C. B. Hudspeth.
Pay to the order of any bank, banker or trust company. Prior endorsements guaranteed. No. 30, 1928. Del Rio National Bank, Del Rio, Texas.
Pay any bank or banker. All previous endorsements guaranteed. Nov. 21, 1928. Lockwood National Bank, San Antonio, Texas.
Paid. Austin Clearing House. Nov. 22, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 69.
Austin, Texas, Sept. 6, 1928.
Pay to Nellie McElroy, nee Gourley, % Jno. Perkins or order $6.72
Six and 72/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Nellie McElroy, nee Nellie Gourley.
Pay to the order of any bank, banker or trust company. Oct. 13, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.
Pay to the order of any bank, banker or trust company. All previous endorsements guaranteed. Oct. 15, 1928. City National Bank, San Antonio, Texas. A. G. Engelke, Cashier.
Received payment through the Austin National Bank. Oct. 16, 1928. Austin Clearing House.
Stamped "Paid" with stencil perforation.

No. 76.
Austin, Texas, Sept. 6, 1928.
Pay to Shirley Scales, % Jno. Perkins or order $27.18
Twenty-Seven and 18/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Shirley Scales.
Pay to the order of any bank, banker or trust company. Sept. 11, 1928. Prior endorsements guaranteed. First National Bank, Alpine, Texas.
Pay to the order of any bank or trust company. Sept. 13, 1928. Prior endorsements guaranteed. First National Bank, San Antonio, Texas.
Received payment through the Austin National Bank. Sept. 14, 1928. Austin Clearing House.
Stamped "Paid" with stencil perforation.

No. 79.
Austin, Texas, Sept. 7, 1928.
Pay to Nolland Shuler, % A. M. Turney or order $14.88
Fourteen and 88/100 .....Dollars
Texas Bank & Trust Company, Austin, Texas.
J. T. ROBISON, Special.
(Endorsed on back):
Nolland Shuler.
Pay to the order of any bank, banker or trust company. Sept. 19, 1928. Previous endorsements guaranteed. State National Bank, Alpine, Texas.
Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 20, 1928. City National Bank, San Antonio, Texas. A. G. Engelke, Cashier.
Stamped "Paid" with stencil perforation.

No. 336.
Austin, Texas, Sept. 14, 1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of C. C. Kountz..$6.28
Six and 28/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
C. C. Kountz.
Pay to the order of any bank, banker or trust company. Sept. 18, 1928. Previous endorsements guaranteed. Fort Worth National Bank, Fort Worth, Texas.
Paid. Austin Clearing House. Sept. 19, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 340.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Young Bell..$12.66
Twelve and 66/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Young Bell.
Pay to the order of any bank, banker or trust company. Dec. 14, 1928. Previous endorsements guaranteed. First National Bank—
Received payment through The Austin National Bank. Dec. 17, 1928. Austin Clearing House.
Stamped "Paid" with stencil perforation.

No. 341.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of Young Bell...$2.88
Two and 88/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
Young Bell.
Pay to the order of any bank, banker or trust company. Sept. 29, 1928. Previous endorsements guaranteed. First National Bank, Pecos, Texas.
Paid. Austin Clearing House. Oct. 2, 1928. American National Bank.
Stamped "Paid" with stencil perforation.

No. 342.
Austin, Texas, 9-14-1928.
TEXAS BANK & TRUST COMPANY.
Pay to the order of I. V. Brookfield $23.04
Twenty-three and 04/100 .....Dollars
J. T. ROBISON, Special.
(Endorsed on back):
I. V. Brookfield.
Pay to the order of any bank or banker. Sept. 17, 1928. All prior endorsements guaranteed. The Security State Bank, Pecos, Texas. Clarence Bell, Cashier.
Pay to the order of any bank, banker or trust company. Sept. 16, 1928. Previous endorsements guaranteed. Dallas National Bank, Dallas, Texas.
Stamped "Paid" with stencil perforation.

Mr. Allen: Now, Mr. Chairman and Gentlemen of the House, we don't want to mingle these checks with those that were introduced yesterday. We will submit these to the Chairman and members of the Committee, and these documents are not getting out of our hands and into the custody of the Committee, and I presume they will be cared for by the Chairman. On account of the large volume of these pieces of documentary evidence, unless the utmost care is used in handling them, it would be likely that inadvertently some of them might be lost. I would like to have the custodian of these instruments use the utmost care in preserving them, to the end that if they are needed in evidence in any further hearing here they will be extant.

J. D. Hedick, a witness in behalf of the proponent, still being on the stand and under examination by the proponent, testified as follows:

(By Mr. Allen):

Q. Mr. Hedick, you are the witness who testified yesterday to being receiving clerk in the office of the Land Commissioner of this State?

A. I am.

Q. Some of the members of the Committee desire information along a further line that I am now going to examine you about. When the mail comes into the office of the Land Commissioner, containing checks and vouchers for money of any character, who opens the mail in the Land Commissioner's office, and who distributes the checks to the parties that they are supposed to be delivered to?

A. Well, that mail is handled by Mrs. Jones now.

Q. Who is Mrs. Jones?

A. Well, she is the letter index clerk and register clerk.

Q. Was Mrs. Jones the letter index clerk and register clerk during the years 1925, 1926, 1927, 1928, and through this portion of this year?

A. Yes, sir.

Q. She has been the clerk, then, who distributed the mail and distributed all checks received since the Reappraisement Act of 1925 was passed by the Legislature?

A. Well, I am not sure about that. I think so, however. That is my recollection of it.

Q. I just want to get your best recollection about it. Then the checks that come into your hands pass through the hands of this lady whom you have mentioned?

A. Yes, sir.

Q. And she distributes to you such checks as she deems proper to place in your hands, and to other parties such checks as she understands should be placed in their hands?

A. Yes, sir.

Q. She is acting, however, under the direction of the Land Commissioner, Mr. Robison?

A. She is working in his department for him, yes.

Q. In your work, and in the work of the various employes in that department, you take your directions and your instructions from the chief executive of that department, with whom you are employed and under whom you are engaged?

A. Well, sir, I suppose so.

Q. Did that lady, in 1925, when the first remittances were made by the land owners whose lands have been forfeited, when those first remittances were made, did Mr. Robison consult with you as to who those checks should go to?

A. Well, you understand I testified yesterday afternoon that I was not on the desk at that particular time. I was not receiver at that time.

Q. I understood you were receiving clerk in 1925, until about January 1 of 1926, and that when you were succeeded by another man and went back in there in September of 1927?

A. Well, my recollection is I was not on that desk at the time these checks first came in.

Q. All right. If this account appears to have been opened in the spring of 1925, and the vouchers and checks drawn on it were first issued in the spring of 1925, then that was going on while you were acting as receiving clerk, isn't that true?

A. Well, I will tell you, my mind is not clear on that, just what time. I have been in the office, you understand, all the whole.

Q. Let's understand one another, please, sir. Now, Mr. Hedick, you testified yesterday that you had been receiving clerk in the land department during two different times?

A. Yes, sir.

Q. And that you ended your first term with 1925 and went out of the receiving clerk's office about January 1, 1926. Now was that correct or not?

A. Well, that is my recollection. I can't remember definitely about that without the record.

Q. Now yesterday you testified that was your recollection about it?

A. Yes, sir.

Q. Now the records will show?

A. Yes, sir.

Q. And when you go over there will you examine the records?

A. Yes.

Q. And if you find you are in error, will you come back here and let us know?

A. Yes, sir.

Q. And if you don't come back and let us know we can rely on the correctness of your memory as to detail?

A. Yes.

Q. If you did serve during 1925, and hundreds and hundreds of those checks came in during 1925, and you went out on January 1, 1926, I am asking if Mr. Robison discussed with you the reason why those checks were not placed in your hands?

A. No, sir; we never had any conference.

Q. In other words, Mr. Robison runs the office?

A. Yes, he is the Commissioner.

Q. When these checks came in, without consulting with the receiving clerk, he established his account and took charge of those checks, and has continued that course during your present term as receiving clerk of the Land Department?

A. I suppose he has. I really don't know.

Q. Do you know that account was opened early in 1925, and has been carried on ever since in the Texas Bank & Trust Company in the individual name of J. T. Robison as a special account?

A. Yes, that is my understanding.

Q. You know that it was not deposited in the name of J. T. Robison, Land Commissioner of this State? You understood all the time that it was not deposited in the name of J. T. Robison, Commissioner of the General Land Office of Texas?

A. No, sir; it was not.

Q. As receiving clerk of this State, acting under the statute requiring the keeping of accounts and books, have you any book of account in your possession of the one cent per acre fund in the Texas Bank & Trust Company; have you any account in your posses-

sion showing the collection and disbursement of that fund?

A. I have not.

Q. The lady you spoke of who distributes the mail, did you say she was Mrs. or Miss Jones?

A. Mrs. Jones.

Q. What is her other name?

A. Mrs. A. W. Jones.

Q. And she is now in the employ of the Land Department?

A. Yes, sir.

Mr. Allen: That is all gentlemen.

Cross-Examination.

(By Mr. Price):

Q. Mr. Hedick, it seems that Judge Allen wants to know just exactly the date that you commenced work on your first term as the receiver, and also the exact date when you commenced your second term. Let us suggest that you go see the records, go look at the records themselves, and then come back and give the exact date on which you commenced your duties as receiving clerk on your first term, the date that term ended; and then the date you commenced your second term as receiving clerk, and the exact date that that second term ended, so that there will be no question about that. Now, Mr. Hedick, how long have you been connected with the General Land Office?

A. Well, I began work there on the seventeenth day of January, 1899, thirty years ago last January. I have not been there continuously since that time, but I have actually served something like twenty-two or twenty-three years in that office.

Q. During that period, what length of time have you been out of the service of the Land Office?

A. About eight years.

Q. Now, Mr. Hedick, how long have you known Commissioner J. T. Robison?

A. Practically all my life.

Q. How long have you known his wife, Mrs. Robison?

A. Well, about thirty years. I never knew her anything like intimately until after he married. I know her family, but I never knew her until after they were married and I came here to Austin, thirty years ago.

Q. Are you acquainted with their children?

A. Yes, sir.

Q. How many children have they?

A. Well, of their own, I think they have had four; three that grew to manhood and womanhood.

Q. You mean children of their flesh?

A. Yes, sir.

Q. Natural children?

A. Yes, sir.

Q. How many adopted children have they raised?

A. Oh, a number of them. I think perhaps fifteen or twenty. I don't remember just how many. In fact, I don't know definitely, but quite a number have been brought up and cared for in their home.

Q. That is, they would take them into their home and educate them until they got grown, and then take up other orphans?

Mr. Allen: Mr. Chairman and Gentlemen of the Committee, we will object to any and all testimony as to children or adopted children, except their own children or the children that were adopted by law. Any dealings he had with any other children would not be relevant to any issue involved in this investigation, and for that reason we would object to it.

Mr. Price: Well, if the court please, it is recited here that he has taken the public funds and given them to members of his family. I have knowledge that that charge has been made, or will be made; for instance, that he took public money and gave it to Bobby Robison. That is contained, I think, if I be not mistaken, in the allegations. And Bobby Robison is one of these orphan children that the Commissioner took into his home to educate, but is not related to him by blood. And it occurred to me, to get a complete understanding of the whole situation, we could go into that now and have a full understanding of all of these relations, because it is involved in this hearing.

Judge Sinks: Do you have any objection to proving anybody connected with the family?

Mr. Allen: We don't object to his proving relationship of anybody he gave money to, but that is not the question propounded to this witness. That was not the testimony we had elicited.

Judge Sinks: Of course, it would only be relevant to any members of the family or any person that he had connected with his family that he did give any money to.

Mr. Allen: We make no objection to that. This is general testimony in regard to who he has taken up in the world and educated and cared for that has no relation or connection in any wise with these transactions.

Mr. Allen: I think it should be limited to his family and anyone he is charged with giving money to.

Mr. Price: Very well. I had under-

stood that this contention was being made, that this was not so technical.

Mr. Allen: I move to exclude the preceding answers of this witness in regard to fifteen or twenty children. I move that it be expunged and excluded from this record.

Judge Sinks: I think it is a matter that is immaterial. I don't think anybody cares anything about that much. Just confine it, Senator, to the other.

Mr. Price: All right.

Q. Now, Mr. Hedick, you think they have four, or there has been born to them four natural children?

A. That is my recollection or understanding.

Q. How many of those children are living, and how many dead?

A. I think two living and two dead that I know of, or remember of.

Q. How many sons and how many daughters?

A. Well, there are two sons living and a daughter dead. Frankly, I don't know the sex of the infant that died, or the young child. I don't remember.

Q. Are you acquainted with J. M. Robison, a physician of Houston?

A. I am.

Q. Is he a son of Mr. and Mrs. Robison?

A. He is.

Q. What is his business?

A. Well, he is a surgeon or a specialist in the medical profession.

Q. Are you acquainted with, or do you know, one Bobby Robison?

A. I do.

Q. Who is he?

A. Well, he is one of the orphans that were taken up and taken into their home and reared and educated by them, by that family.

Q. Where is he now, if you know?

A. I don't know. I have not seen him in some weeks, but he has been around here, out at the home. I don't know where he is now.

Q. Now, Mr. Hedick, you say as receiving clerk you have never personally handled any of the one-cent-per-acre reappraisement fund?

A. I have not.

Q. Now, do you recall about the time in 1925 that this reappraisement work commenced? Do you recall the time when Commissioner J. T. Robison commenced work reappraising these West Texas lands?

A. No, sir; I can't say that from memory right now, just when it occurred.

Q. Well, I am not asking you to state the exact date, but just about when, according to the best of your memory?

A. Well, my recollection is now—I can't be sure about that—my recollection is that he didn't begin actual work of reappraising this land until some time early in 1926. I can't be sure about that, but that is my recollection now.

Q. You remember the event, regardless of the exact date?

A. Yes, sir.

Q. All right; do you recall how Mr. Robison set about to do that, whether he traveled in an automobile, on the train, or in what manner?

A. Well, I think generally in an automobile.

Q. I will ask you whether you know whether Mrs. Robison, his wife, went with him on these tours of reappraisement?

A. On some of them she did, yes, sir.

Q. I will ask you if you know, if you have knowledge of the fact, that he traveled, he and his wife, in automobiles something like 72,000 miles in making those appraisements in West Texas?

A. Yes, sir, they traveled a great number of miles. I was under the impression that they traveled farther than that. I don't know, but I know they went on great long journeys in their automobile.

Q. Mr. Hedick, are you familiar with the fact that shortly after Mr. Robison commenced this work of reappraisement, that he fell very desperately ill in the city of Del Rio, in Val Verde county?

A. Yes, sir.

Q. And do you know that the cause of that sickness was on account of the hardships endured by him in that work? Do you know that, or not?

Mr. Freeman: We object as hearsay, unless the witness states that he was present and has personal knowledge of the occurrence.

Mr. Price: I asked him if he knew.

Mr. Allen: He could only know as a matter of hearsay, unless he was there, and there will be a proper source by whom to prove things of that kind by parties who actually know. If he only knows as a matter of hearsay, it certainly would not be admissible.

Mr. Price: If the court please, we submit here that John Hedick is a lifelong associate of J. T. Robison, and it is not unlikely that he knows of his own knowledge about these things, and we ask him if he knows to say so, and if he doesn't to say so.

Mr. Allen: May I ask, as bearing on

our objection, a preliminary question or two, as bearing on our objection?

Mr. Price: We submit that is not necessary, and that we have the witness on cross-examination.

Mr. Allen: That is the course pursued in every court.

Q. Do you know that, or not?

Mr. Allen: Of his own knowledge.

Judge Sinks: State your own knowledge about it.

A. Well, in answer to that, I will say that I was not personally with Mr. Robison at the time he was attacked with this serious malady. I believe I can say positively, however, that he was attacked by reason of the association and connection.

Mr. Allen: We make this objection, that from what he said he can't know anything on earth except what he was afterwards told. That being true, that would not be admissible in any court, and it is not of such cogency that it is worthy of dignity before an inquiry of this kind.

Judge Sinks: If the witness don't know, of course, he cannot testify to it.

Mr. Price: I have heard all along that it was merely an inquisitorial body, very informal.

Mr. Allen: That is right.

Mr. Price: Very well.

Q. Now, Mr. Hedick, do you know that after Mr. Robison got sick in Val Verde county that he did go to San Antonio to the hospital?

Mr. Allen: We object to that. I thought the court sustained an objection to matters that he did not know of his own knowledge.

Judge Sinks: State what you may know yourself.

Mr. Allen. He has stated that he didn't know of his own knowledge.

A. Mr. Hedick, let me state it this way: Did Mr. Robison get sick along in 1925 and go to the hospital?

Mr. Allen: We object, because his testimony already shows that he was not there and couldn't know anything about it, except as a matter of hearsay, and the parties who know would be the proper parties to testify, and the court has sustained that objection.

Judge Sinks: We are losing a whole lot of time. Let's get along.

Mr. Price: Very well.

Q. Did you see Mr. Robison when he came back, after he had been sick and in the hospital, if he were sick, and if he were in the hospital? Did you see him when he got back to Austin?

A. I don't know immediately upon his return. I saw him soon afterwards.

Q. Where did you see him?

A. Well, I think I saw him first when he came back to the office, after he had sufficiently recovered to get back to the office.

Q. At that time was he hale and healthy, or was he sick?

A. He was evidently a very, very sick man.

Q. Did you see him with your own eyes?

A. Yes, sir, I think so.

Q. Now, Mr. Hedick, do you know of your own knowledge whether he was operated on down there at San Antonio, and that his son, J. M. Robison, M. D., was there in attendance?

A. Not of my own personal knowledge.

Mr. Allen: We object to any further inquiry.

Judge Sinks: Sustain the objection.

Q. Do you know Dr. Joe Wooten of Austin?

A. Very well.

Q. Who is he?

A. He is a practicing physician here.

Q. Is he the family doctor of the Robisons?

A. Yes, sir.

Q. How long has he been so?

A. I think for thirty years or more.

Q. Was his father, that is, Joe Wooten's father, before him, the family physician?

A. Yes, sir. The Wootens, the old gentleman and the two sons, have been considered the family physicians of this family since I have been here.

Q. Do you know Dr. Venable?

A. No, sir.

Q. Now, Mr. Hedick, you were asked yesterday concerning divers and sundry checks that Mr. Allen had up here before you. Now, I will ask you whether you know that after this appraisement had taken place, and all of the expenses had been paid, and after Mr. Robison had refunded the land owners their pro rata share, that some of them sent the checks back to him as a gift, to become his own private fund?

A. Not of my own personal knowledge.

Mr. Allen: We object to anything further about it from this witness.

Judge Sinks: Objection sustained, if he don't know anything about it. These matters can be established by him without any trouble.

Q. Well, state whether you have any facts in your mind, any objective facts, that would give you any knowledge on that subject?

A. If you will allow me to say, I know of those I have seen with my own eyes.

Q. That is what I am talking about. It seems we are confined to the ones you have felt with your hands and seen with your eyes.

Mr. Allen: We object. We want to confine it to those things that he knows. There is nothing technical about this. Counsel must be aware of that fact.

A. I say I saw with my own eyes a great number of checks that were returned to Mr. Robison, that he had sent as a refund or prorate part of the funds that belonged to those people who put up this revaluation fund, in his desk. They were in a little leather wallet that he told me that his father had carried—

Mr. Allen: We object.

A. (Continuing): Well, I saw these in this little leather wallet. It is a little leather wallet that he told me his father had carried during the Confederate war. These checks were bound up in that little leather wallet and in his desk the last time I saw them with my own eyes, that he had not cashed.

Q. Sent back to him to become his property?

A. Yes, sir.

Q. Now I will ask you, Mr. Hedick, whether it is not true that before these checks for hosiery and garden seed and things like that were given in 1929, that were introduced here yesterday, were given, is it not true that they were given after those refunds began to come in as gifts to the Commissioner?

A. Evidently so.

Q. You saw the dates of them?

A. Yes, sir.

Q. And if that was his private fund he had a right to buy garden seed or silk hose or anything he would want to?

Mr. Allen: We object to that. That is a matter for the Committee to determine.

Mr. Price: Judge, I am following your precedent. I think your objection is right.

Q. All right, now, Mr. Hedick, are you familiar with the fact that it required forty months of the time of the Land Commissioner to reappraise this 6,800,000 acres of West Texas land, the reappraisement of which was demanded by the Legislature?

A. I am not right sure how long it took. I know it took a long time. I am not right sure as to the exact number of months. Of course, I could refresh my memory from the record, but I know it took a long time.

Q. Are you familiar with the fact, Mr. Hedick, that in making that tour, and in getting the equipment for the automobile, including the automobile tires, that it was necessary for the Commissioner to purchase various and sundry articles as items of expense?

A. Yes, sir; I am conscious of that fact.

Q. I will ask you this further question: Do you not know that Mr. Robison, the Land Commissioner, in reappraising those lands, and in traveling 72,000 miles, that it only cost the land owners of West Texas, including everything, automobiles, tires, equipment and everything, including the operation, only sixty-five cents and three mills per mile; do you know that?

A. No, I don't know that.

Q. You didn't go into that?

A. No, I didn't go into that.

Q. I will ask you if at any time, and you have been over there thirty years, has J. T. Robison at any time during this procedure, tried to conceal any check from the investigating committee, any paper or check on earth, in that office?

A. No, sir; I never heard of any proposition like that?

Q. You do know, do you not, Mr. Hedick, as assistant chief clerk over there, that if any of those checks were embarrassing and didn't go to some honest matter, he could have hidden them, couldn't he?

Mr. Allen: We object to that.

Judge Sinks: Yes.

Mr. Price: Yes, I believe that is a good objection.

Q. At any rate, he had all those checks of this special fund in his own personal possession, didn't he?

A. Yes, sir, as far as I know.

Q. Yes, sir. Now, Mr. Hedick, I will ask you whether you don't know that the people in West Texas got together and prepared petitions and instituted a movement to make these refunds to give them back to the Commissioner on account of the fact that his health had been impaired in rendering this appraisement service?

A. Yes, sir; I know that from a statement of one of the men who was active in that work.

Mr. Allen: We object, because he only knows as a matter of hearsay.

Q. Do you know, for instance, that Mr. Hunter, Judge Hunter, took an active part in that?

A. Yes, sir.

Q. I will ask you, is it not true that J. T. Robison refused to accept any of those refunds at all until after he had

fully completed his work of reappraisement?

A. That is my information.

Q. I will ask you whether or not you know that the wife of J. T. Robison assisted him in those tours and helped prepare for those tours of reappraisement?

A. Yes, sir; she did.

Q. And handled some of the expense money, and made some of the purchases of the items necessary to that work?

A. That is my understanding.

Mr. Allen: We object, because it is a matter of hearsay.

Q. Are you acquainted with the Barker Motor Company?

A. Well, yes, sir.

Q. What business are they engaged in?

A. Automobiles and accessories.

Q. Do you not know that all of these checks to Johnson Rubber Company, three or four of them, were for automobile tires on those cars that the Commissioner used in going over West Texas? State if you know that.

Mr. Freeman: We object to that as not the proper way to prove the matter. Let him ask what was said and done by the persons. In other words, let him state the facts, and not conclusions.

Mr. Price: I asked him if he knew.

Q. Do you know, or do you not know?

A. Personally, of my own knowledge, I do not.

Q. I will ask you if you don't know that this operation in San Antonio cost something like the sum of fifteen hundred dollars, or two thousand dollars, and that Dr. Robison, his son, his father being sick and in bed, handled that fund to help pay the expenses? Do you know that?

Mr. Freeman: We object, because it is not the proper way to develop the evidence; and it is not a competent question, and it is not shown that the witness was personally present and participated in the conversations.

Judge Sinks: These objections, of course, are correct. There is no use having any hearsay about it.

Q. I repeat the question: Do you know anything about that? If you do, so state?

A. Not of my own personal knowledge.

Q. Very well. Now, Mr. Hedick, I will ask you to estimate, as near as you can, about how long the Commissioner was out of the office attending to these duties of reappraisement, or over what period coming and going was he out?

A. Well, I can't be definite about that, but my recollection is that it was something like two years, all told, coming and going, in and out.

Mr. Price: I believe that is all. Have you a question, Mr. Moses?

Re-Direct Examination.

By Mr. Allen:

Q. Mr. Hedick, you testified in answer to an interrogatory propounded by counsel for the respondent that those checks for personal matters of the Commissioner were drawn on this fund after he had sent out these pro rata fund checks to the owners and after a great many of them had been returned to him?

A. Yes.

Q. Now, that is what I want to interrogate you about. If those checks, many of them, were mailed out in the year 1925, or in the early part and the latter part of 1926, then you would be in error about that statement, wouldn't you?

A. How is that, please?

Q. Well, let's get right down to it. The Reappraisement Act of 1925 went into effect shortly after February 25th, didn't it?

A. Well, I think so.

Q. All right. And this reappraisement fund largely came in during 1925 and the early part of 1926, didn't it—largely, the great bulk of it?

A. Well, I don't think that he went out until perhaps in—

Q. Oh, I know, he got his reappraisement checks and a demand for reappraisement before he ever reappraised anybody's land, didn't he?

A. Well, some of them, yes.

Q. In other words, the way they got this land reappraised was to communicate with him and request that it be reappraised, that was the way they got it reappraised, wasn't it?

A. Well, I suppose so.

Q. So he always collected one cent per acre before he reappraised anybody's land, didn't he?

A. Yes, sir, I suppose so.

Q. Now, I will ask you if any part of this reappraisement fund didn't come into his hands during 1925 and during the early part of 1926—many thousands of dollars of it?

A. Well, I suppose so.

Q. Now, then, you "suppose so." All right. The Reappraisement Act—amendment of the Act of 1926, became effective along about the middle of 1926, didn't it?

A. I don't know—I suppose so.

Q. All right. Now, you know that he never mailed out—about January, 1927, you are correct about that—and you know that he didn't mail any of these checks after that amendatory act went into effect, don't you?

A. No, I don't know, because I don't know that he did; I didn't handle that.

Q. Don't you know that the amendatory act was the act by virtue and authority of which he mailed these pro rata refund checks back to them; in other words, every item of the balance left under the first act would have gone to the State Treasury, wouldn't it, under the Act of 1925?

Senator Price: Just a moment. Mr. Chairman, he is now asking this witness to testify as to what the law is, and we object to it. Counsel, as a matter of fact, is making a continuous argument to the witness and is not asking any questions, and we object to that line of interrogation.

Presiding Officer: As far as practicable, try to avoid leading him at any time.

Mr. Allen: I am not going to lead him.

Q. What I am asking is this: As far as you know, this Commissioner did not and could not mail to any of those parties a pro rata refund check until after the law of 1926 went into effect—now, you know that, don't you?

A. Well, I don't know that I do, because I am not—

Q. All right, never mind about "because." You do know, as a matter of fact, that no refund checks were ever sent out by this Commissioner until 1927, don't you, or very late, right at the end of 1926, or during 1927—you know that as a fact, don't you?

A. No, sir, I don't know anything about it, because I didn't have anything to do with it.

Q. All right. If these checks were not mailed out to anyone until about the end of 1926, or during 1927, then you would be in error about these payments, checks that were issued in 1925, and early in 1926, being issued after the time those checks were returned to him, wouldn't you?

A. Now, do you say "prior" or "after"?

Q. After. In other words, you testified here in response to their questions, that those payments for personal matters were made by the Land Commissioner after those checks had been mailed out and had come back. Now, if those refund checks were not mailed out until in 1927—

Mr. Moses: Your Honor, I think counsel is in error as to the question propounded by Senator Price.

Mr. Allen: No.

Mr. Moses: Of course, I understand it is impossible for counsel to be mistaken. Sometimes I am. As I remember the question propounded by Mr. Price, and the checks referred to, he specifically stated the checks issued in 1929.

Mr. Allen: All right, Your Honor, I will have to say that Mr. Moses was in error about my never making a mistake, but I know the testimony was elicited in which they proved by him, and this record will show it, that he gave these checks personally for personal obligations made by Mr. Robison, and it was not until after he mailed out these refund checks and they came back to him. Now, I am undertaking to meet that by bringing out the facts about it; that is what I am doing.

Q. Now, as a matter of fact, if no pro rata refund check was ever issued by Mr. Robison until 1927, or the latter part of 1926, then you would be in error about those personal checks that were issued in 1925, many of them, and the early part of 1926, wouldn't you?

A. Well, I don't know that I understand that, because I want to repeat that I didn't have anything to do with that, and I don't—

Senator Price: Mr. Chairman, let me make objection. We want to make this objection, that Mr. Hedick has been called a witness for the proponents. We submit that this is not a hostile witness, and these questions—the one just asked and the others that have been repeatedly asked, are not only leading and argumentative, but also call for conclusions—conclusions of the witness; and we ask that the counsel for the House be admonished to abandon those sorts of questions, without our having to object to each and every one of them.

Q. I will ask you this question: Each of the personal checks paid out from personal account on personal matters by the Commissioner, that you identified here today, was dated when issued?

A. Yes, they were dated.

Q. All right. And each of them was, and each of them had some kind of a perforated mark or a stamp mark on it showing it had been paid and about when it was paid, didn't it?

A. I think so.

Q. And these checks will furnish absolute information, will they not, as

to when they were paid or given, won't they?

A. Yes, I think so.

Q. And then the checks given in these pro rata refunds will furnish unquestionable and indisputable information as to when they were issued, won't they?

A. Yes, sir.

Q. And in that way we can arrive at the truth of this thing, as to whether or not these personal accounts were paid anterior to the mailing out of those checks or whether after the mailing out of the checks, can't we?

A. Yes, the checks themselves ought to be evidence of that.

Q. That is all.

Presiding Judge: Any further questions?

Senator Price: No, no further questions.

Presiding Judge: Stand aside. Call the next witness.

(Witness excused.)

Senator Price: Mr. Speaker, at this time we would like for the presiding officer, or for the Speaker, to designate some definite clerk who will have charge of the documentary evidence furnished in this case, from whom the attorneys can get those various documents and sign up for them. We don't just understand yet what clerk, or whether the reporters, are handling the checks and documentary evidence.

The Speaker: No regular clerk has been assigned to that particular duty, Mr. Price; but we will ask the Chief Clerk of the House to take charge of all these papers. The Chief Clerk has a safe and a vault.

Senator Price: Then I assume, Mr. Speaker, that the attorneys for each side can have access to those documents by signing up for them, just like in the district court.

The Speaker: Yes, sir.

Mr. Allen: Now, you understand, there are hundreds of these checks, and if those checks are carried away it will be very unfortunate. We haven't been willing to have those checks in our hotel. Now, we don't want those checks taken out, they are vital to this proceeding, and would be vital to any future proceeding, if there is one. We do not think it would be proper for those checks to be taken out of her custody and carried away. Of course, counsel ought to have access to them under her supervision.

The Speaker: Well, you have other papers that will have to have a high degree of care.

Mr. Allen: Well, we will have others we will introduce. These checks haven't been out of our hands; they are in the custody of this House. We will have other valuable documentary evidence that will be taken from our hands and will be in the custody of the House, and we think that it would be highly improper to allow anyone to take these valuable papers, on which this whole proceeding or any future proceeding, will rest, or allow them to be taken out of the custody of the Clerk at any time, or out of her possession.

The Speaker: The Chair will just state that Miss Phinney, gentlemen, will be the custodian of those papers, and she and I will work it out later.

Mr. Allen: All right. As I stated this morning, the utmost care must be used about that, because, as I say, we have been unwilling to keep those papers in our rooms and unable to keep them in a hotel room, for fear they will be lost.

The Speaker: We will take care of them.

Mr. Allen: All right. Now we will have Mr. H. A. Turner. I want him to bring his books with him.

The Speaker: I think he was sworn yesterday.

The proponents called

H. A. TURNER,

who had been previously sworn under the rule, and who now testified as follows, to-wit:

Direct Examination.

By Mr. Allen:

Q. Did you bring all the books?

A. Yes, sir.

Q. You have got all the accounts?

A. Yes, sir.

Q. Kindly state your name to the Committee.

A. H. A. Turner.

Q. How long have you lived in Austin?

A. Thirty years.

Q. State what your business is at this time.

A. Cashier of the Texas Bank & Trust Company.

Q. How long have you been connected with the Texas Bank & Trust Company, and in what capacity?

A. Since it was a bank.

Q. Do you now hold any official position in that institution?

A. Cashier.

Q. How long have you been cashier of the Texas Bank & Trust Company?

A. Since February, '21.

Q. Then you have been cashier of that institution at all times since the year 1925, when the Reappraisement Act was passed by the Legislature of this State?

A. Yes, sir.

Q. Do you know Mr. J. T. Robison, the Land Commissioner of Texas?

A. Yes, sir.

Q. How long have you known him?

A. About thirty years.

Q. Did he, in the year 1925, open up with your bank—the Texas Bank & Trust Company, of which you are cashier—an account under the name of J. T. Robison, Special?

A. He did.

Q. Did he ever open up an account during 1925, or at any time since, in the name of J. T. Robison, Land Commissioner of Texas?

A. Not that I know of.

Q. You know, as a matter of fact, that the only account he had with you or opened up with you in 1925 was the J. T. Robison Special Account?

A. That is what the record shows.

Q. That is what the record shows? Late in 1926, after this account had been carried in your banking institution for nearly a year and a half, he then opened up a personal banking account, did he not, that wasn't special?

A. The records show that on December 31, 1926, his personal account was opened.

Q. In other words, this special account—both accounts are personal, aren't they, the only difference that one is "Special" and the other is not; and he never had any account that he opened since 1915 that was just a personal account—that is true, isn't it? J. T. Robison, one being a special account and one being not a special account?

A. Yes, sir.

Q. That is true? In other words, he opened up the J. T. Robison account, individual account, which was special, and was under the name of "J. T. Robison, Special," in the first part of the year 1925, didn't he?

A. Yes, sir.

Q. Then, after thousands of dollars had gone through that account, both in receipts and disbursements, the day before the 1st day of January, 1927, he opened up another individual account that wasn't "Special," with your bank—isn't that true?

A. I want to state I am not positive he didn't have a personal account prior to December, '26.

Q. But you are positive that the records of the bank don't show it?

A. No, sir, I don't find it.

Q. And you are positive that the records of your bank are complete—that is true, isn't it?

A. Well, there is a possibility for a ledger sheet to be misplaced, or something of that kind.

Q. Well, did you hear Mr. Robison's testimony before the investigating committee?

A. No, I did not.

Q. And do you know that he so stated?

A. No.

Q. All right. Turn to your books that you have with you and give us the exact date showing when the J. T. Robison Special account was opened with your bank.

A. (Referring to records.) On April 30, 1925, it was opened with a deposit of $55.08.

Q. Now, let me see that just a moment, please, sir. (Referring to ledger sheet.) The account is in the name of J. T. Robison, Special?

A. Yes, sir.

Q. And the date of its opening was April 30, 1925?

A. Yes, sir.

Q. And the first deposit was a deposit of $55.08?

A. Yes, sir.

Q. The next deposit after that was on May 12, $11.20. Is that correct?

A. Yes, sir.

Q. The next on June 10th, $102.40. The next on June 16th, $372.57.

Q. Then the next, on June 23rd, $68.80; then the next, on the same day, June 23rd, $450.00; then on the same day, or two days later, June 25th, $113.26; then June 25th, $90.05; then on June 30th, $295.43. Is that right?

A. Yes, sir.

Q. Then on July 2nd, $1450.77?

Senator Price: Judge Sinks, I ask, in the interest of time, that the witness be requested, if he has not already done so, to make a copy of this matter and let it be introduced in evidence. We have no objection to that, in the interest of time, without reading each of these items and the date.

Mr. Allen: I have no power, if the Chair please, and I don't know that the House has, to have him make a copy of this. If we know that he will do it, the suggestion of counsel will be a very appropriate one.

Senator Price: I will say this: Knowing Mr. Turner, I am sure he will comply with any request made by this House.

A. Well, that is a copy made for that purpose.

Q. Then, that is a copy of the original?

A. Yes, sir.

Q. All right. Is this a correct copy of the original account kept in your books?

A. To my best knowledge and belief.

Mr. Allen: Now, if the gentlemen are willing--I haven't seen it before—are you willing to accept it as a copy of the original?

Senator Price: Yes, sir.

A. There is a copy in the other record.

Q. I haven't seen it. At any rate, in this column here is the date of the deposit? (indicating on ledger sheet).

A. Yes, sir.

Q. And these are the amounts of the deposit? (indicating on ledger sheet).

A. Yes, sir.

Q. And these are the balances drawn, and under that heading, "New Balance," is the balance of that account to date?

A. Yes, that is correct.

Q. And they are his old balances—

A. Brought forward.

Q. Brought forward each time?

A. Yes, sir.

Q. And that is the date on which the check was paid? (indicating).

A. Charged against the account.

Q. Charged against the account? And these various items here (indicating) represent the amounts of the checks that were given? Except in the aggregate checks that came, in some instances, you put in the total checks on that date?

A. That only appears in one or two instances—practically every check is itemized, I believe it does, about two lists.

Q. Where you put in every item?

A. Where you find them put in this check.

Q. You know I haven't been in this. Now, this account, you stated, began on April 30, 1925, and the last date that you have here was June 11th—three or four days, about—and the balance remaining in that fund in your bank on June 11th is $3176.79. That is true, isn't it?

A. Yes, sir.

Q. Now, at the time they had this investigation, and at the time that the audit was made by the auditors, the amount on deposit at that time was eight thousand dollars and something?

A. Well, I don't recall.

Q. But, anyway, since the date the audit was made, the balance remaining in hand in that account has been reduced by several checks that have been presented on the account. That is true, isn't it?

A. I have no recollection of what the balance was at the date of the audit.

Q. Well, regardless of what the balance shows since the date of the audit, made by the auditors, there have been checks gone in here right along that will reduce by a considerable sum that $8000.00 in the bank?

A. The account in the balance has had reduction.

Q. Since?

A. Yes, sir.

Q. Do you know whether or not the total of the deposits on February 6, 1929, which is the date the audit was made—do you know whether the total deposits made to this account—balance—let me see if there has been any since February 6th, in the way of deposits; the last deposit in that account seems to have been October 25, 1929, $500.00. Look and see, then, if there has been any deposit made to that account since October 25 of last year, 1928?

A. No, that shows the last deposit.

Q. All right. Then, the amount of deposits shown by this bank account aggregates now the same sum as it did at the time they made that audit on February 6th?

A. That is correct; yes, sir.

Q. All right. Have you ever figured the aggregate deposits made in that account in your bank, and do you know what those deposits aggregate?

A. No, sir, I never have made a total of them.

Q. Do you know, or have you any means of knowing, whether the actual funds received on the one-cent-per-acre proposition under the reappraisement amounted to $12,245.66 in excess of the money that was deposited in the bank—do you know anything about that?

A. No, sir, I don't.

Q. All you know is the amount deposited in the bank?

A. That is all.

Q. The amount deposited in the bank is shown by the figures in this column (indicating), deposited on these various dates?

A. Yes, sir.

Q. Now, we have introduced—we have here now in our possession a large number of checks among those that are

enumerated, I am sure, on your sheet, but if there are checks that your records show went through the bank—that is, the amount—totaling $20,235.51—what I am wanting to ask you is this, if there are any original checks in existence outside of those we have in our possession here, have you any of them in your possession now, drawn on that account?

A. I don't remember just what the last date was the statement was rendered; it is barely possible—well, in fact, it is very evident that at any rate any checks paid during the month of June would probably be in our bank.

Q. Well, I will ask you this, then: If there are checks that were issued on this account, prior to February 6, 1929, in addition to those that have been delivered to us, evidently your bank has got them in your possession?

A. Not that I know of.

Q. Checks that were cashed prior to February 6, 1929?

A. We furnish a statement and with the statement delivered the checks to Mr. Robison.

Q. Now, let me see—have you got a sheet showing the personal account that Mr. Robison opened up a year and a half after he opened up this account?

A. (Handing counsel a ledger sheet.)

Q. Now, that account was opened up when?

A. December 31, 1926.

Q. December 31, 1926? By a deposit of how much?

A. $1,000.00.

Q. All right?

A. On January 4, $1,000.00.

Q. January 4?

A. Yes, sir.

Q. $1,000.00? And January 5th, $365.00; and February 19th, $1,500.00; and April 5th, $1,000.00. And that constitutes all the deposits that have been made? And on the other side, May 16, 1927, $328.15; May 21st, $59.72; May 23rd, $500.00; June 15, 1927, $1,080.57; June 24th, $100.00; September 18th, $462.00; and January 13, last year, $500.00. And those are the only deposits ever made on that personal account?

A. That is what the records say.

Q. All right. That personal account—the last deposit appears to have been on January 13, 1928—January, a year ago—and the last check appears to have been drawn, was drawn, on October 13, 1928, leaving a balance at that time of $11.85, and since that time that has been just a dead account to the extent of that small balance of $11.85?

A. That is right.

Q. All deposits made in that account appear as itemized and the checks here in this other place, as you have indicated on this other sheet?

A. Yes, sir.

Q. That account is just J. T. Robison?

A. Yes, sir.

Mr. Allen: Mr. Chairman and Gentlemen of the Committee, we offer by agreement—it is agreed that these are correct copies and may be used for the purpose of this hearing—we offer in evidence the full account of J. T. Robison, Special, beginning April 30, 1925, and coming down to June 11, 1929, consisting of ten papers, furnished us by the Texas Bank & Trust Company, Austin, Texas. Mr. Reporter, will you kindly count those pages and see if I counted them correctly?

The Reporter (after counting the pages): There are ten ledger sheets.

Mr. Allen: Kindly keep them with the balance of the record.

(The ledger sheets were marked for identification Exhibits 46 to 55, inclusive, and photostatic copies are attached hereto and made a part of this record.)

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No. 1 Name J T ROBISON SPEC

Address

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought forward			APR 30 '25	55.08	APR 30 '25	55.08 *
55.08	MAY 12 '25				MAY 12 '25	11.20	MAY 12 '25	66.28 *
66.28					JUN 10 '25	102.40	JUN 10 '25	168.68 *
168.68					JUN 16 '25	372.57	JUN 16 '25	541.25 *
541.25	JUN 18 '25	39.50—			JUN 18 '25		JUN 18 '25	501.75 *
501.75	JUN 18 '25	75.00—			JUN 18 '25		JUN 18 '25	426.75 *
426.75	JUN 22 '25	15.00—	5.00—		JUN 22 '25		JUN 22 '25	406.75 *
406.75					JUN 23 '25	68.80	JUN 23 '25	475.55 *
475.55					JUN 23 '25	450.00	JUN 23 '25	925.55 *
925.55	JUN 25 '25	827.00—	150.00—		JUN 25 '25	113.26	JUN 25 '25	61.81 *
61.81	JUN 25 '25	4.80—			JUN 25 '25	90.05	JUN 25 '25	147.06 *
147.06	JUN 29 '25	9.75—			JUN 29 '25		JUN 29 '25	137.31 *
137.31	JUN 30 '25	9.75—			JUN 30 '25	295.43	JUN 30 '22	432.74 *
432.74	JUL 1 '25	20.00—	92.67—	52.00—	JUL 1 '25		JUL 1 '25	269.07 *
269.07	JUL 2 '25	29.17—			JUL 2 '25		JUL 2 '25	239.90 *
239.90					JUL 2 '25	1,450.77	JUL 2 '25	1,690.67 *
1,690.67	JUL 3 '25	100.00—			JUL 3 '25		JUL 3 '25	1,590.67 *
1,590.67					JUL 11 '25	218.59	JUL 11 '25	1,809.26 *
1,809.26	JUL 13 '25	200.00—			JUL 13 '25	1,494.78	JUL 13 '25	3,104.04 *
3,104.04	JUL 15 '25	24.75—	19.30—		JUL 15 '25		JUL 15 '25	3,059.99 *
3,059.99					JUL 16 '25	83.20	JUL 16 '25	3,143.19 *
3,143.19					JUL 17 '25	344.95		
	JUL 17 '25				JUL 17 '25	186.18	JUL 17 '25	3,674.32 *
3,674.32					JUL 18 '25	88.33	JUL 18 '25	3,762.65 *
3,762.65	JUL 18 '25	78.86—			JUL 18 '25		JUL 18 '25	3,683.79 *
3,683.79					JUL 20 '25	531.68	JUL 20 '25	4,215.47 *
4,215.47	JUL 22 '25	2.00—			JUL 22 '25		JUL 22 '25	4,213.47 *
4,213.47					JUL 23 '25	1,037.49	JUL 23 '25	5,250.96 *
5,250.96	JUL 23 '25	5,000.00—			JUL 23 '25	700.42	JUL 23 '25	951.38 *
951.38					JUL 24 '25	1,556.54	JUL 24 '25	2,507.92 *
2,507.92	JUL 25 '25	45.85—			JUL 25 '25		JUL 25 '25	2,462.07 *
2,462.07	JUL 27 '25	8.00—			JUL 27 '25		JUL 27 '25	2,454.07 *
2,454.07					JUL 27 '25	1,105.75	JUL 27 '25	3,559.82 *
3,559.82					JUL 28 '25	116.98	JUL 28 '25	3,676.80 *
3,676.80	JUL 29 '25	83.34—			JUL 29 '25	217.25	JUL 29 '25	3,810.71 *
3,810.71	JUL 31 '25	25.00—	65.00—		JUL 31 '25		JUL 31 '25	3,720.71 *
3,720.71	JUL 31 '25				JUL 31 '25	1,018.51		
	JUL 31 '25				JUL 31 '25	173.94	JUL 31 '25	4,913.16 *
4,913.16	AUG 1 '25	135.00—	72.58—	125.00—	AUG 1 '25		AUG 1 '25	4,580.58 *
4,580.58	AUG 3 '25	100.00—			AUG 3 '25		AUG 3 '25	4,480.58 *
4,480.58	AUG 4 '25				AUG 4 '25	720.33	AUG 4 '25	5,200.91 *
5,200.91					AUG 5 '25	1,141.62	AUG 5 '25	6,342.53 *
6,342.53					AUG 5 '25	819.59	AUG 5 '25	7,162.12 *
7,162.12	AUG 7 '25				AUG 7 '25	580.56	AUG 7 '25	7,742.68 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No...2..... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail		Date	Deposits	Date	New Balance
		Balance brought forward					
				AUG 11'25	7,742.68		
	AUG 11'25			AUG 11'25	1,309.22	AUG 11'25	9,051.90 *
9,051.90	AUG 13'25			AUG 13'25	1,075.45	AUG 13'25	10,127.35 *
10,127.35	AUG 15'25			AUG 15'25	1,998.30	AUG 15'25	12,125.65 *
12,125.65	AUG 18'25	45.50—		AUG 18'25	1,855.27	AUG 18'25	13,935.42 *
13,935.42				AUG 20'25	211.20		
				AUG 20'25	1,006.25	AUG 20'25	15,152.87 *
15,152.87				AUG 22'25	297.42	AUG 22'25	15,450.29 *
15,450.29	AUG 25'25			AUG 25'25	1,662.90	AUG 25'25	17,113.19 *
17,113.19				AUG 27'25	924.72	AUG 27'25	18,037.91 *
18,037.91				AUG 29'25	1,774.07	AUG 29'25	19,811.98 *
19,811.98	AUG 31'25	100.00—	100.00—	AUG 31'25	460.35	AUG 31'25	20,072.33 *
20,072.33	SEP 1'25	135.00—	65.00— 1,000.00—				
	SEP 1'25	125.00—	125.00—	SEP 1'25		SEP 1'25	18,622.33 *
18,622.33	SEP 2'25	110.89—		SEP 2'25		SEP 2'25	18,511.44 *
18,511.44	SEP 3'25	125.00—	95.39—	SEP 3'25	2,334.05	SEP 3'25	20,625.10 *
20,625.10	SEP 4'25	300.00—	150.00—	SEP 4'25		SEP 4'25	20,175.10 *
20,175.10	SEP 5'25	3.50				SEP 5'25	21,591.94 *
21,591.94	SEP 9'25	9.90—		SEP 9'25	1,420.34	SEP 9'25	21,986.44 *
21,586.44				SEP 10'25	811.30	SEP 10'25	22,397.74 *
22,397.74				SEP 12'25	164.46	SEP 12'25	22,562.20 *
22,562.20				SEP 15'25	124.95	SEP 15'25	22,687.15 *
22,687.15	SEP 16'25	500.00—		SEP 16'25		SEP 16'25	22,187.15 *
22,187.15				SEP 17'25	222.21	SEP 17'25	22,409.36 *
22,409.36	SEP 18'25	54.00—				SEP 18'25	22,355.36 *
22,355.36				SEP 19'25	140.97	SEP 19'25	22,496.33 *
22,496.33	SEP 21'25	81.00—		SEP 21'25		SEP 21'25	22,415.33 *
22,415.33				SEP 22'25	1,645.58	SEP 22'25	24,060.91 *
24,060.91	SEP 24'25	300.00—		SEP 24'25	267.03	SEP 24'25	24,027.94 *
24,027.94				SEP 26'25	1,256.43	SEP 26'25	25,284.37 *
25,284.37	SEP 28'25	125.00—		SEP 28'25		SEP 28'25	25,159.37 *
25,159.37				SEP 29'25	361.14	SEP 29'25	25,520.51 *
25,520.51	SEP 30'25	125.00—		SEP 30'25		SEP 30'25	25,395.51 *
25,395.51	OCT 1'25	125.00—		OCT 1'25	215.02	OCT 1'25	25,485.53 *
25,485.53	OCT 2'25	6.40—		OCT 2'25		OCT 2'25	25,479.13 *
25,479.13	OCT 3'25			OCT 3'25	65.68	OCT 3'25	25,544.81 *
25,544.81	OCT 5'25	80.00—		OCT 6'25		OCT 5'25	25,464.81 *
25,464.81	OCT 6'25	125.00—		OCT 6'25		OCT 6'25	25,339.81 *
25,339.81	OCT 8'25	35.41—		OCT 8'25	15.74	OCT 8'25	25,320.14 *
25,320.14	OCT 9'25	100.00—	32.00—	OCT 9'25		OCT 9'25	25,188.14 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No.....3.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			OCT 14 '25	25,188.14		
	OCT 14 '25	1,000.00—	52.42—		OCT 14 '25		OCT 14 '25	24,135.72 *
24,135.72	OCT 15 '25	15,000.00—			OCT 15 '25		OCT 15 '25	9,135.72 *
9,135.72					OCT 19,25	672.92	OCT 19 '25	9,808.64 *
9,808.64					OCT 23 '25	93.33	OCT 33 '25	9,901.97 *
9,901.97					OCT 26 '25	77.49	OCT 26 '25	9,979.46 *
9,979.46	OCT 29 '25	3.20—	36.00—		OCT 29 '25	1,044.44	OCT 29 '25	10,984.70 *
10,984.70	OCT 30 '25	26.88—	3.20—				OCT 30 '25	10,954.62 *
10,954.62	NOV 3 '25				NOV 2 '25	179.70	NOV 2 '25	11,134.32 *
11,134.32	NOV 3 '25	44.80—	125.00—				NOV 3 '25	10,964.52 *
10,964.52	NOV 4 '25	66.66—	200.00—	1.60—	NOV 4 '25		NOV 4 '25	10,696.26 *
10,696.26	NOV 5 '25	12.80—					NOV 5 '25	10,683.46 *
10,683.46					NOV 6 '25	1,387.65	NOV 6 '25	12,071.11 *
12,071.11	NOV 7 '25	6.41—	4.50—		NOV 7 '25		NOV 7 '25	12,060.20 *
12,060.20	NOV 9 '25	6.40—			NOV 9 '25		NOV 9 '25	12,053.80 *
12,053.80	NOV 12 '25	100.00—	100.00—		NOV 12 '25		NOV 12 '25	11,853.80 *
11,853.80					NOV 13 '25	462.20	NOV 13 '25	12,316.00 *
12,316.00					NOV 18 '25	503.20	NOV 18 '25	12,819.20 *
12,819.20	NOV 23 '25	3.75—	100.00—		NOV 23 '25		NOV 23 '25	12,715.45 *
12,715.45					NOV 24 '25	724.45	NOV 24 '25	13,439.90 *
13,439.90	NOV 27,25	16.86—					NOV 27 '25	13,423.04 *
13,423.04	NOV 28 '25	200.00—	5,000.00—		NOV 28 '25		NOV 28 '25	8,224.04 *
8,223.04	DEC 1 '25	100.00—	100.00—		DEC 1 '25		DEC 1 '25	8,023.04 *
8,023.04	DEC 2 '25	104.17—			DEC 2 '25		DEC 2 '25	7,918.87 *
7,918.87	DEC 4 '25	150.00—			DEC 4 '25		DEC 4 '25	7,768.87 *
7,768.87	DEC 5 '25	1.60—			DEC 5 '25		DEC 5 '25	7,767.27 *
7,767.27					DEC 7 '25	59.26	DEC 7 '25	7,826.53 *
7,826.53	DEC 9 '25	50.00—			DEC 9 '25		DEC 9 '25	7,776.53 *
7,776.53					DEC 10 '25	230.19	DEC 10 '25	8,006.72 *
8,006.72	DEC 11 '25	150.00—			DEC 11 '25		DEC 11 '25	7,856.72 *
7,856.72					DEC 12 '25	333.39	DEC 12 '25	8,190.11 *
8,190.11	DEC 16 '25	2.00—					DEC 16 '25	8,188.11 *
8,188.11	DEC 17 '25	100.00—			DEC 17 '25		DEC 17 '25	8,088.11 *
8,088.11	DEC 15 '25	250.00—			DEC 18 '25		DEC 18 '25	7,838.11 *
7,838.11	DEC 19 '25				DEC 19 '25	109.84	DEC 19 '25	7,947.95 *
7,947.95	DEC 22 '25	100.00—			DEC 22 '25		DEC 22 '25	7,847.95 *
7,847.95	DEC 23 '25	125.00—			DEC 23 '25	380.44	DEC 23 '25	8,103.39 *
8,103.39	DEC 24 '25	100.00—	125.00—					
	DEC 24 '25	150.00—					DEC 24 '25	7,728.39 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....4..... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			DEC 24'25	7,728.39		
	DEC 26'25	50.00—			DEC 26'25		DEC 26'25	7,678.39 *
7,678.39	DEC 28'25	100.00—	1.20—		DEC 28'25	37.35	DEC 28'25	7,614.54 *
7,614.54	DEC 30'25	300.00—			DEC 30'25		DEC 30'25	7,314.54 *
7,314.54	DEC 31'25	275.00—			DEC 31'25		DEC 31'25	7,039.54 *
7,039.54					JAN 5'26	192.81	JAN 5'26	7,232.35 *
7,232.35	JAN 6,26	6.35—			JAN 6'26		JAN 6'26	7,226.00 *
7,226.00	JAN 7'26	22.79—	400.00—		JAN 7'26		JAN 7'26	6,803.21 *
6,803.21	JAN 8'26	25.00—			JAN 8'26		JAN 8'26	6,778.21 *
6,778.21	JAN 9'26	14.60—			JAN 9'26		JAN 9'26	6,763.61 *
6,763.61	JAN 11'26	183.00—			JAN 11'26		JAN 11'26	6,580.61 *
6,580.61	JAN 13'26	52.00—			JAN 13'26		JAN 13'26	6,528.61 *
6,528.61	JAN 15'26	60.00—			JAN 15'26	112.33	JAN 15'26	6,580.94 *
6,580.94	JAN 18'26	25.00—	75.00—		JAN 18'26		JAN 18'26	6,480 94 *
6,480.94	JAN 22'26	11.10—			JAN 22'26		JAN 22'26	6,469.84 *
6,469.84					JAN 23'26	243.35	JAN 23'26	6,713.19 *
6,713.19	JAN 25'26	200.00—	2.00—		JAN 23'26		JAN 25'26	6,511.19 *
6,511.19	JAN 26'26	34.50—	6.40—		JAN 26'26		JAN 26'26	6,470.29 *
6,470.29	JAN 29'26	3.81—	15.20—		JAN 29'26	609.64	JAN 29'26	7,060.92 *
7,060.92	JAN 30'26	200.00—			JAN 30'26		JAN 30'26	6,860.92 *
6,860.92	FEB 1'26	65.00—	75.00—	125.00—	FEB 1'26		FEB 1'26	6,595.92 *
6,595.92	FEB 2'26	300.00—	75.00—		FEB 2'26		FEB 2'26	6,220.92 *
6,220.92					FEB 5'26	284.11	FEB 5'26	6,505.03 *
6,505.03	FEB 8'26	200.00—			FEB 8'26		FEB 8'26	6,305.03 *
6,305.03	FEB 9'26	1.00—			FEB 9'26		FEB 9'26	6,304.03 *
6,304.03	FEB 11'26	2.80—			FEB 11'26	298.49	FEB 11'26	6,599.72 *
6,599.72	FEB 15'26	100.00—			FEB 15'26		FEB 15'26	6,499.72 *
6,499.72	FEB 18'26	25.00—	400.00—	75.00—	FEB 18'26	339.49	FEB 18'26	6,339.21 *
6,339.21	FEB 20'26	225.00—			FEB 20'26		FEB 20'26	6,114.21 *
6,114.21	FEB 26'26	60.00—	50.00—		FEB 26'26		FEB 26'26	6,004.21 *
6,004.21	MAR 1'26	125.00—	100.00—	1.65—				
	MAR 1'26	125.00—			MAR 1'26		MAR 1'26	5,652.56 *
5,652.56	MAR 3'26	75.00—			MAR 3'26		MAR 3'26	5,577.56 *
5,577.56	MAR 5'26	1,600.00—			MAR 5'26			
	MAR 5'26	250.00—			MAR 5'26		MAR 5'26	3,727.56 *
3,727.56	MAR 6'26	300.00—	65.00—		MAR 6'26		MAR 6'26	3,362.56 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No.....5.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			MAR 6'26	3,362.56		
	MAR 8'26	55.98—			MAR 8'26		MAR 8'26	3,306.58 •
3,306.58	MAR 12'26	150.00—			MAR 12'26		MAR 12'26	3,156.58 •
3,156.58					MAR 13'26	580.60	MAR 13'26	3,737.18 •
3,737.18	MAR 15'26	75.00—			MAR 15'26	200.00	MAR 15'26	3,862.18 •
3,862.18	MAR 16'26	250.00—			MAR 16'26		MAR 16'26	3,612.18 •
3,612.18	MAR 18'26	6.40—	.80—		MAR 18'26	141.49	MAR 18'26	3,746.47 •
3,746.47	MAR 19'26	150.00—			MAR 19'26		MAR 19'26	3,596.47 •
3,596.47	MAR 22'26	1.60—			MAR 22'26		MAR 22'26	3,594.87 •
3,594.87	MAR 26'26	75.00—			MAR 26'26		MAR 26'26	3,519.87 •
3,519.87	MAR 31'26	62.50—	125.00—	125.00—	MAR 31'26		MAR 31'26	3,207.37 •
3,207.37	APR 1'26	125.00—	125.00—		APR 1'26		APR 1'26	2,957.37 •
2,957.37	APR 2'26	20.00—			APR 2'26		APR 2'26	2,938.38 •
2,937.37	APR 7'26	225.00—	40.00—		APR 7'26	678.75	APR 7'26	3,351.12 •
3,351.12	APR 10'26	6.40—	6.40—	500.00—	APR 10'26		APR 10'26	2,838.32 •
2,838.32					APR 12'26	75.00	APR 12'26	2,913.32 •
2,913.32	APR 13'26	60.00—	20.00—		APR 13'26		APR 13'26	2,833.32 •
2,833.32	APR 17'26	15.00—			APR 17'26		APR 17'26	2,818.32 •
2,818.32	APR 18'26	6.40—	150.00—		APR 18'26		APR 18'26	2,661.92 •
2,661.92	APR 20'26	25.00—			APR 20'26		APR 20'26	2,636.92 •
2,636.92	APR 22'26	2.01—	10.00—		APR 22'26		APR 22'26	2,624.91 •
2,624.91	APR 24'26	150.00—			APR 24'26	320.31	APR 24'26	2,795.22 •
2,795.22	APR 26'26	150.00—			APR 26'26		APR 26'26	2,645.22 •
2,645.22	APR 27'26	15.00—					APR 27'26	2,630.22 •
2,630.22	APR 28'26	5.00—			APR 28'26		APR 28'26	2,625.22 •
2,625.22	APR 30'26	95.00—	125.00—		APR 30'26	64.00	APR 30'26	2,469.22 •
2,469.22	MAY 1'26	85.00—	125.00—		MAY 1'26		MAY 1'26	2,259.22 •
2,259.22	MAY 3'26	35.00—	125.00—		MAY 3'26		MAY 3'26	2,099.22 •
2,069.22	MAY 4'26	300.00—			MAY 4'26		MAY 4'26	1,769.22 •
1,799.22	MAY 5'26	225.00—			MAY 5'26		MAY 5'26	1,574.22 •
1,574.22	MAY 6'26	6.07—			MAY 6'26		MAY 6'26	1,568.15 •
1,568.15	MAY 8'26	6.40—			MAY 8'26		MAY 8'26	1,561.75 •
1,561.75					MAY 11'26	128.94	MAY 11'26	1,690.69 •
1,690.69	MAY 13'26	30.06—			MAY 13'26		MAY 13'26	1,660.63 •
1,660.63					MAY 15'26	945.42	MAY 15'26	2,606.05 •
2,606.05					MAY 19'26	54.65	MAY 19'26	2,660.70 •
2,660.70	MAY 20'26	9.00—	150.00—		MAY 20'26		MAY 20'26	2,501.70 •

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....6.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			MAY 20'26	2,502.70		
	MAY 21'26	5.00—			MAY 21'26		MAY 21'26	2,496.70 *
2,496.70	MAY 25'26	10.00—			MAY 25'26		MAY 25'26	2,486.70 *
2,486.70					MAY 26'26	50.95	MAY 26'26	2,537.65 *
2,537.65	MAY 29'26	125.00—	125.00—		MAY 29'26		MAY 29'26	2,287.65 *
2,287.65	JUN 1'26	6.15—	125.00—	115.00—				
	JUN 1'26	125.00—			JUN 1'26		JUN 1'26	1,916.50 *
1,916.50	JUN 2'26	63.18—			JUN 2'26		JUN 2'26	1,853.32 *
1,853.32	JUN 4'26	200.00—			JUN 4'26		JUN 4'26	1,653.32 *
1,653.32	JUN 5'26	300.00—			JUN 5'26		JUN 5'26	1,353.32 *
1,353.32					JUN 7'26	82.25	JUN 7'26	1,435.57 *
1,435.57	JUN 9'26	300.00—			JUN 9'26		JUN 9'26	1,135.57 *
1,135.57	JUN 14'26	100.00—			JUN 14'26		JUN 14'26	1,035.57 *
1,035.57					JUN 16'26	60.60	JUN 16'26	1,096.17 *
1,096.17	JUN 17'26	26.72—			JUN 17'26		JUN 17'26	1,069.45 *
1,069.45	JUN 18'26	5.40—	6.40—		JUN 18'26		JUN 18'26	1,057.65 *
1,057.65	JUN 19'26	200.00—	20.00—		JUN 19'26		JUN 19'26	837.65 *
837.65	JUN 21'26	75.00—	66.67—		JUN 21'26		JUN 21'26	695.98 *
695.98	JUN 22'26	6.40—			JUN 22'26		JUN 22'26	689.58 *
689.58	JUN 22'26	87.50—			JUN 22'26		JUN 22'26	602.08 *
602.08	JUN 23'26	52.00—			JUN 23'26		JUN 23'26	550.08 *
550.08	JUN 24'26	74.00—	4.00—	1.60—	JUN 24'26		JUN 24'26	470.48 *
470.48	JUN 25'26	3.20—	300.00—		JUN 25'26		JUN 25'26	167.28 *
167.28	JUN 29'26	167.28—			JUN 29'26		JUN 29'26	.00 *
	JUL 1'26	105.00—	44.80—	125.00—	JUL 1'26		JUL 1'26	274.80 OD
—274.80	JUL 3'26	200.00—			JUL 3'26		JUL 3'26	474.80 OD
—474.80	JUL 3'26	87.50—					JUL 3'26	562.30 OD
—562.30	JUL 6'26	6.40—	100.00—		JUL 6'26		JUL 6'26	668.70 OD
—668.70	JUL 7'26	19.20—			JUL 7'26		JUL 7'26	687.90 OD
—687.90	JUL 10'26	22.60—			JUL 10'26		JUL 10'26	710.50 OD
—710.50	JUL 13'26	200.00—			JUL 13'26		JUL 13'26	910.50 OD
—910.50	JUL 14'26				JUL 15'26	5,195.47	JUL 14'26	
	JUL 14'26	250.00—			JUL 14'26		JUL 14'26	4,034.97 *
4,034.97	JUL 21'26	12.80—	500.00—		JUL 21'26		JUL 21'26	3,522.17 *
3,522.17	JUL 22'26	11.88—			JUL 22'26		JUL 22'26	3,510.29 *
3,510.29	JUL 23'26	20.95—			JUL 23'26		JUL 23'26	3,489.34 *
3,489.34	JUL 30'26	200.00—			JUL 30'26		JUL 30'26	3,289.34 *
3,289.34	AUG 2'26	5.00—			AUG 2'26		AUG 2'26	3,284.32 *
3,284.34	AUG 3'26	125.00—			AUG 3'26		AUG 3'26	3,159.34 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No.....7.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			Aug 3 '26	3,159.34		
	Aug 4 '26	100.00—	175.00—		Aug 4 '26		Aug 4 '26	2,884.34 *
2,884.34	Aug 9 '26	6.40—			Aug 9 '26		Aug 9 '26	2,877.94 *
2,877.94	Aug 18 '26	400.00—			Aug 18 '26		Aug 18 '26	2,477.94 *
2,477.94	Aug 23 '26	31.25—			Aug 23 '26		Aug 23 '26	2,446.69 *
2,446.69	Aug 27 '26	100.00—			Aug 27 '26		Aug 27 '26	2,346.69 *
2,346.69	Aug 28 '26	6.68—			Aug 28 '26		Aug 28 '26	2,340.01 *
2,340.01	Aug 31 '26	83.37—			Aug 31 '26		Aug 31 '26	2,256.64 *
2,256.64	Sep 1 '26	175.00—	125.00—	100.00—	Sep 1 '26		Sep 1 '26	1,856.64 *
1,856.64	Sep 2 '26	15.00—			Sep 2 '26		Sep 2 '26	1,841.64 *
1,841.64	Sep 3 '26	54.16—	37.50—	4.16—	Sep 3 '26		Sep 3 '26	1,745.82 *
1,745.82	Sep 4 '26	200.00—			Sep 4 '26		Sep 4 '26	1,545.82 *
1,545.82	Sep 8 '26	400.00—			Sep 8 '26		Sep 8 '26	1,145.82 *
1,145.82	Sep 13 '26	200.00—			Sep 13 '26		Sep 13 '26	945.82 *
945.82	Sep 15 '26	7.90—	3.75—		Sep 15 '26		Sep 15 '26	934.17 *
934.17	Sep 21 '26		5.00—		Sep 21 '26		Sep 21 '26	929.17 *
929.17	Sep 25 '26		22.98—		Sep 25 '26		Sep 25 '26	906.19 *
906.19	Oct 1 '26	125.00—	125.00—	125.00—				
	Oct 1 '26	125.00—			Oct 1 '26		Oct 1 '26	406.19 *
406.19	Oct 5 '26	89.25—			Oct 5 '26		Oct 5 '26	316.94 *
316.94					Oct 8 '26	9.35	Oct 8 '26	326.29 *
326.29	Oct 15 '26	54.17—			Oct 15 '26		Oct 15 '26	272.12 *
272.12	Oct 19 '26				Oct 19 '26	25.60	Oct 19 '26	297.72 *
297.72	Oct 21 '26				Oct 21 '26	51.46	Oct 21 '26	349.18 *
349.18	Oct 22 '26						Oct 22 '26	15,949.18 *
349.18					Oct 22 '26	15,600.00	Oct 22 '26	15,949.18 *
15,949.18	Oct 23 '26	15,000.00—			Oct 23 '26		Oct 23 '26	949.18 *
949.18	Oct 26 '26	19.64—	6.40—		Oct 26 '26	21.40	Oct 26 '26	944.54 *
944.54	Oct 27 '26	30.00—			Oct 27 '26		Oct 27 '26	914.54 *
914.54	Oct 30 '26	37.25—			Oct 30 '26		Oct 30 '26	877.29 *
877.29	Oct 30 '26	50.00—			Oct 30 '36	381.49	Oct 30 '26	1,208.78 *
1,208.78	Nov 1 '26	125.00—	125.00—	125.00—				
	Nov 1 '26	125.00—			Nov 1 '26		Nov 1 '26	708.78 *
708.78	Nov 4 '26				Nov 4 '26	364.63	Nov 4 '26	1,073.00 *
1,073.41	Nov 6 '26						Nov 6 '26	
1,073.41					Nov 6 '26	63.16	Nov 6 '26	1,136.57 *
1,136.57	Nov 9 '26				Nov 9 '26	64.00	Nov 9 '26	1,200.57 *
1,200.57	Nov 19 '26				Nov 19 '26	352.08	Nov 19 '26	1,552.65 *
1,552.65	Nov 23 '26	6.40—			Nov 23 '26		Nov 23 '26	1,546.25 *
1,546.25	Nov 24 '26				Nov 24 '26	450.14	Nov 24 '26	1,996.39 *
1,996.39	Nov 26, 26	6.40—	1.60—		Nov 26 '26		Nov 26 '26	1,988.39 *
1,988.39	Nov 30 '26	51.20—	125.00—		Nov 30 '26		Nov 30 '26	1,812.19 *
1,812.19	Dec 1 '26	50.00—	125.00—	125.00—				
	Dec 1 '26	62.50—			Dec 1 '26		Dec 1 '26	1,449.69 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No...8..... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance	
			Balance brought forward		Dec 1'26	1,449.69			
	Dec 2'26		150.00—		Dec 2'26	37.19	Dec 2'26	1,336.88	*
1,336.88	Dec 4'26				Dec 4'26	9.20	Dec 4'26	1,346.08	*
1,346.08	Dec 6,26				Dec 6'26	200.00	Dec 6'26		
	Dec 6'26				Dec 6'26	48.85	Dec 6'26	1,594.93	*
1,594.93	Dec 8'26				Dec 8'26	8.00	Dec 8'26	1,602.93	*
1,602.93	Dec 9'26	28.25—			Dec 9'26		Dec 9'26	1,574.68	*
1,574.68	Dec 11'26	1.07—			Dec 11'26		Dec 11'26	1,573.61	*
1,573.61	Dec 14'26				Dec 14'26	27.43	Dec 14'26	1,601.04	s
s1,601.04	Dec 16'26				Dec 16'26	19.64	Dec 16'26	1,620.68	*
1,620.68	Dec 19,26	100.00—			Dec 19'26		Dec 19'26	1,520.68	s
s1,520.68	Dec 21'26	8.78—			Dec 21'26		Dec 21'26	1,511.90	s
1,511.90	Dec 22,26				Dec 22'26	178.59			
	Dec 22'26				Dec 22'26	1,213.34	Dec 22'26	2,903.83	s
2,903.83	Dec 24'26	125.00—	125.00—	50.00—	Dec 24'26		Dec 24'26	2,603.83	*
2,603.83	Dec 27'26	125.00—			Dec 27'26		Dec 27'26	2,478.83	*
2,478.83	Dec 28'26	12.80—	50.00—	125.00—	Dec 28'26		Dec 28'26	2,291.03	*
2,291.03	Dec 29'26	5.00—	358.40—		Dec 29'26	36.98	Dec 29'26	1,964.61	*
1,964.61	Dec 30'26				Dec 30'26	96.51	Dec 30'26	2,051.12	*
2,051.12	Dec 31'26	100.90—	4.00—		Dec 31'26	184.22	Dec 31'26	2,130.44	*
2,130.44	Jan 4'27				Jan 4'27	19.64	Jan 4'27	2,150.08	*
2,150.08	Jan 6'27				Jan 6'27	41.08	Jan 6'27	2,191.16	*
2,191.16	Jan 7'27	125.00—			Jan 7'27		Jan 7'27	2,066.16	*
2,066.16	Jan 8'27	20.00—			Jan 8'27		Jan 8'27	2,046.16	*
2,046.16	Jan 11'27	40.32—			Jan 11'27		Jan 11'27	2,005.84	*
2,005.84	Jan 19'27				Jan 19'27	56.00	Jan 19'27	2,061.81	*
2,061.84	Jan 24'27	19.20—			Jan 24'27		Jan 24'27	2,042.64	*
2,042.64	Jan 27'27				Jan 27'27	132.82	Jan 27'27	2,175.46	*
2,175.46	Jan 31'27	125.00—			Jan 31'27		Jan 31'27	2,050.46	*
2,050.46	Feb 1'27	125.00—	59.00—		Feb 1'27		Feb 1'27	1,866.46	*
1,866.46	Feb 2'27	150.00—			Feb 2'27		Feb 2'27	1,716.46	*
1,716.46	Feb 19'27				Feb 19'27	14.59	Feb 19'27	1,731.05	*
					Feb 19'27		Feb 19'27		
1,731.05	Feb 25'27	6.40—			Feb 25'27		Feb 25'27	1,724.65	*
1,724.65	Mar 1'27	100.00—			Mar 1'27		Mar 1'27	1,624.65	*
1,624.65	Mar 16'27	135.90—			Mar 16'27		Mar 16'27	1,488.75	*
1,488.75	Mar 19'27	20.05—			Mar 19'27		Mar 19'27	1,468.70	*
1,468.70	Mar 22'27	6.30—			Mar 22'27		Mar 22'27	1,462.40	*
1,462.40	Mar 23'27	30.00—			Mar 23'27		Mar 23'27	1,432.40	*
1,432.40	Mar 25'27	100.00—			Mar 25'27		Mar 25'27	1,332.40	*
1,332.40	Mar 28'27	36.10—			Mar 28'27		Mar 28'27	1,296.30	*
1,296.30	Mar 30'27	83.03—			Mar 30'27		Mar 30'27	1,213.27	*
1,213.27	Apr 4'27	100.00—			Apr 4'27		Apr 4'27	1,113.27	*

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....9.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail		Date	Deposits	Date	New Balance
		Balance brought forward		Apr 4 '27	1,113.27		
1,113.27	Apr 9 '27	32.00—		Apr 9 '27		Apr 9 '27	1,081.27 *
1,081.27				Apr 12 '27	58.46	Apr 12 '27	1,139.73 *
1,139.73	Apr 25 '27	2.78—		Apr 25 '27		Apr 25 '27	1,136.95 *
1,113.95	Apr 27 '27			Apr 27 '27	114.75	Apr 27 '27	1,251.70 *
1,251.70	May 5 '27			May 5 '27	21.02	May 5 '27	1,272.72 *
1,272.72	May 16 '27	83.03—		May 16 '27		May 16 '27	1,189.69 *
1,189.69	May 19 '27			May 19 '27	57.60	May 19 '27	1,247.29 *
1,247.29	May 23 '27	50.00—		May 23 '27		May 23 '27	1,197.29 *
1,197.29	May 25 '27	6.40—		May 25 '27		May 25 '27	1,190.89 *
				Jun 10 '27	1,190.89	Jun 10 '27	1,190.89 *
1,190.89	Jun 10 '27			Jun 10 '27	5.00	Jun 10 '27	1,195.89 *
1,195.89	Jun 15 '27			Jun 15 '27	38.38	Jun 15 '27	1,234.27 *
1,234.27	Jun 24 '27			Jun 24 '27	6.40	Jun 24 '27	1,240.67 *
1,240.67	Jun 27 '27			Jun 27 '27	10.20	Jun 27 '27	1,250.87 *
1,250.87	Jun 29 '27			Jun 29 '27	9.60	Jun 29 '27	1,260.47 *
1,260.47	Jun 30 '27			Jun 30 '27	87.08	Jun 30 '27	1,347.55 *
1,347.55	Jul 5 '27	6.40—		Jul 5 '27		Jul 5 '27	1,341.15 *
1,341.15	Jul 6 '27	33.35—		Jul 6 '27		Jul 6 '27	1,307.80 *
1,307.80	Jul 12 '27			Jul 12 '27	46.05	Jul 12 '27	1,353.85 *
1,343.85	Jul 15 '27			Jul 15 '27	103.44	Jul 15 '27	1,457.29 s
s1,457.29	Jul 29 '27	10.68—		Jul 29 '27		Jul 29 '27	1,446.61 s
	Jul 30 '27	19.20—		Jul 30 '27		Jul 30 '27	1,427.41 s
	Aug 2 '27	125.00—		Aug 2 '27		Aug 2 '27	1,302.41 s
	Aug 4 '27	6.40—		Aug 4 '27		Aug 4 '27	1,296.01 s
	Aug 11 '27	4.18—		Aug 11 '27		Aug 11 '27	1'291.83 s
	Aug 13 '27	4.02—	.50—	Aug 13 '27		Aug 13 '27	1,278.31 s
	Aug 22 '27	7.77—		Aug 22 '27		Aug 22 '27	1,279.54 s
	Aug 23 '27	15.25—		Aug 23 '27		Aug 23 '27	1,264.29 s
	Aug 29 '27	1.00—		Aug 29 '27		Aug 29 '27	1,263.29 s
	Aug 31 '27	125.00—		Aug 31 '27		Aug 31 '27	1,138.29 s
s1,138.29	Sep 10 '27	55.03—		Sep 10 '27		Sep 10 '27	1'083.26 s
s1,083.26	Sep 13 '27	100.00—	6.40—	Sep 13 '27		Sep 13 '27	976.86 s
s 976.86	Sep 19 '27	5.78—		Sep 19 '27		Sep 19 '27	971.08 s
s 971.08	Sep 20 '27	23.15—		Sep 20 '27		Sep 20 '27	947.93 s
s 947.93	Sep 21 '27	9.20—	300.00—	Sep 21 '27		Sep 21 '27	638.73 s
s 638.73	Sep 27 '27	50.00—		Sep 27 '27		Sep 27 '27	588.73 s
s 588.73	Sep 28 '27	17.68—		Sep 28 '27		Sep 28 '27	571.05 s
s 571.05	Sep 28 '27			Sep 28 '27	121.75	Sep 28 '27	692.80 s
s 692.80	Sep 29 '27	200.00—		Sep 29 '27		Sep 29 '27	492.80 s
s 492.80	Sep 30 '27	125.00—		Sep 30 '27		Sep 30 '27	367.80 s
s 367.80	Oct 5 '27	50.00—		Oct 5 '27		Oct 5 '27	317.80 s
s 317.80	Oct 7 '27	100.00—		Oct 7 '27		Oct 7 '27	217.80 s
s 217.80	Oct 7 '27			Oct 7 '27	89.40	Oct 7 '27	307.20 s
s 307.20	Oct 8 '27	50.00—		Oct 8 '27		Oct 8 '27	257.20 s
s 257.20	Oct 14 '27	7.40—	100.00—	Oct 14 '27		Oct 14 '27	149.80 s
s 149.80	Oct 19 '27	150.00—		Oct 19 '27		Oct 19 '27	.20 —
— .20			4.55—	Oct 20 '27		Oct 20 '27	4.75 OD

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....10.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance	
		Balance brought forward			Oct 22 '27	4.75			
	Oct 22 '27	6.40—			Oct 22 '27		Oct 22 '27	11.15	OD
—11.15	Nov 1 '27	75.00—			Nov 1 '27	917.50	Nov 1 '27	831.35	*
831.35	Nov 1 '27	82.65—			Nov 1 '27		Nov 1 '27	748.70	*
748.70	Nov 9 '27	100.00—			Nov 9 '27		Nov 9 '27	648.70	
648.70	Nov 12 '27	26.40—			Nov 12 '27		Nov 12 '27	622.30	
622.30	Nov 18 '27	150.00—			Nov 18 '27		Nov 18 '27	472.30	*
472.30	Dec 2 '27	100.00—			Dec 2 '27		Dec 2 '27	372.30	*
372.30	Dec 2 '27				Dec 2 '27	200.00	Dec 2 '27	472.30	*
572.30	Dec 5 '27	150.00—			Dec 5 '27		Dec 5 '27	422.30	*
422.30	Dec 10 '27	150.00—			Dec 10 '27		Dec 10 '27	272.30	*
272.30	Dec 12 '27	2.80—			Dec 12 '27		Dec 12 '27	269.50	*
269.50	Dec 15 '27	50.00—			Dec 15 '27		Dec 15 '27	219.50	*
219.50	Dec 21 '27	50.00—			Dec 21 '27		Dec 21 '27	169.50	*
169.50	Dec 23 '27	100.00—			Dec 23 '27		Dec 23 '27	69.50	*
69.50	Dec 31 '27	14.51—			Dec 31 '27		Dec 31 '27	54.99	*
54.99	Jan 11 '28	3.20—	3.20—	3.20—	Jan 11 '28		Jan 11 '28	45.39	*
45.39	Jan 12 '28	4.80—	1.60—		Jan 12 '28		Jan 12 '28	38.99	*
38.99	Jan 16 '28	3.20—	1.60—		Jan 16 '28		Jan 16 '28	34.19	*
34.19	Jan 17 '28	6.33—			Jan 17 '28		Jan 17 '28	27.86	*
27.86	Jan 20 '28				Jan 20 '28	40.00	Jan 20 '28	67.86	*
67.86	Jan 21 '28	100.00—	100.00—		Jan 21 '28	5,029.45	Jan 21 '28	4,897.31	*
4,897.31	Jan 25 '28	100.00—			Jan 25 '28		Jan 25 '28	4,797.31	*
4,797.31	Jan 25 '28	32.50—			Jan 25 '28		Jan 25 '28	4,764.81	*
4,764.81	Jan 28 '28	125.00—			Jan 28 '28		Jan 28 '28	4,639.81	*
4,639.81	Jan 31 '28	59.80—			Jan 31 '28		Jan 31 '28	4,580.01	*
4,580.01	Jan 31 '28	150.00—			Jan 31 '28	59.80	Jan 31 '28	4,489.81	*
4,489.91	Feb 1 '28	4.71—	1.33—		Feb 1 '28		Feb 1 '28	4,483.87	*
4,483.77	Feb 1 '28	75.89—			Feb 1 '28		Feb 1 '28	4,407.88	*
4,407.88	Feb 3 '28	75.00—			Feb 3 '28		Feb 3 '28	4,332.88	*
4,332.88	Feb 4 '28	1,150.00—	100.00—		Feb 4 '28		Feb 4 '28	3,082.88	*
3,082.88	Feb 17 '28	75.00—			Feb 17 '28		Feb 17 '28	3,007.88	*
3,007.88	Feb 18 '28	112.00—			Feb 18 '28		Feb 18 '28	2,895.88	*
2,895.88	Feb 18 '28	23.40—			Feb 18 '28		Feb 18 '28	2,872.48	*
2,872.48	Feb 21 '28	5.39—			Feb 21 '28		Feb 21 '28	2,867.09	*
2,867.09	Feb 23 '28	30.00—	30.00—		Feb 23 '28		Feb 23 '28	2,807.09	*
2,807.09	Feb 23 '28	20.00—			Feb 23 '28		Feb 23 '28	2,787.09	*
2,787.09	Feb 24 '28	4.60—			Feb 24 '28		Feb 24 '28	2,782.49	*
2,782.49	Feb 25 '28	20.00—			Feb 25 '28		Feb 25 '28	2,762.49	*
2,762.49	Feb 25 '28	21.75—			Feb 25 '28		Feb 25 '28	2,740.74	*
2,740.74	Feb 27 '28	100.00—			Feb 27 '28		Feb 27 '28	2,640.74	*
2,640.74	Feb 28 '28	20.80—			Feb 28 '28		Feb 28 '28	2,619.94	*
2,619.94	Feb 29 '28	60.00—			Feb 29 '28		Feb 29 '28	2,559.94	*
2,559.94	Mar 6 '28				Mar 6 '28	3,218.86	Mar 6 '28	5,778.80	*
5,778.80	Mar 8 '28	32.00—			Mar 8 '28		Mar 8 '28	5,746.80	*
5,746.80	Mar 9 '28	420.75—			Mar 9 '28		Mar 9 '28	5,326.05	*

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....11.... Name..... J T ROBISON *SPEC*.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			MAR 10'28	5,326.05		
5,326.05	MAR 10'28	83.72—			MAR 10'28		MAR 10'28	5,242.34 •
5,242.34	MAR 10'28	25.90—	28.75—		MAR 10'28		MAR 10'28	5,187.69 •
5,187.69	MAR 12'28	5.39—	37.50—	100.00—				
	MAR 12'28	188.19—			MAR 12'28		MAR 12'28	4,856.61 •
4,856.61	MAR 15'28	5.00—			MAR 15'28		MAR 15'28	4,851.61 •
4,851.61	MAR 16'28	9.50—	5.00—		MAR 16'28		MAR 16'28	4,837.11 •
4,837.11	MAR 19'28	24.00—			MAR 19'28		MAR 19'28	4,813.11 •
4,813.11	MAR 19'28	140.00—			MAR 19'28		MAR 19'28	4,673.11 •
4,673.11	MAR 20'28	21.00—			MAR 20'28		MAR 20'28	4,652.11 •
4,652.11	MAR 21'28	23.50—			MAR 21'28		MAR 21'28	4,628.61 •
4,628.61	MAR 24'28	148.20—	15.00—	22.75—	MAR 24'28		MAR 24'28	4,442.66 •
4,442.66	MAR 26'28	14.00—			MAR 26'28		MAR 26'28	4,428.66 •
4,428.66	MAR 27'28	7.00—			MAR 27'28		MAR 27'28	4,421.66 •
4,421.66	MAR 28'28	12.60—			MAR 28'28		MAR 28'28	4,409.06 •
4,409.06	MAR 30'28	75.00—			MAR 30'28		MAR 30'28	4,334.06 •
4,334.06	APR 2'28	8.50—	26.50—		APR 2'28		APR 2'28	4,299.06 •
4,299.06	APR 3'28	47.45—	5.00—		APR 3'28		APR 3'28	4,246.61 •
4,246.61	APR 7'28	75.00—	264.50—	25.25—	APR 7'28		APR 7'28	3,881.86 •
3,881.86	APR 10'28	5.00—	40.00—		APR 10'28		APR 10'28	3,836.86 •
3,836.86	APR 14'28	24.50—			APR 14'28		APR 14'28	3,812.36 •
3,812.36	APR 16'28	52.10—	162.10—		APR 16'28		APR 16'28	3,598.16 •
3,598.16	APR 17'28	92.00—	10.00—	390.72—				
	APR 17'28	7.35—	6.00—		APR 17'28		APR 17'28	3,092.09 •
3,092.09	APR 18'28		17.00—	43.19—	APR 18'28		APR 18'28	3,031.90 •
3,031.90	APR 19'28	60.00—			APR 19'28		APR 19'28	2,971.90 •
2,971.90	APR 23'28	37.20—	14.75—	50.00—	APR 23'28		APR 23'28	2,869.95 •
2,869.95	APR 24'29	40.00—			APR 24'28		APR 24'28	2,829.95 •
2,829.95	APR 28'28	24.00—	16.50—		APR 28'28		APR 28'28	2,789.45 •
2,789.45	MAY 1'28	150.00—	381.40—		MAY 1'28		MAY 1'28	2,258.05 •
2,258.05	MAY 5'28	24.75—			MAY 5'28		MAY 5'28	2,233.30 •
2,233.30	MAY 7'28	30.00—	60.00—		MAY 7'28		MAY 7'28	2,143.30 •
2,143.30	MAY 10'28	10.00—			MAY 10'28		MAY 10'28	2,133.30 •
2,133.30	MAY 11'28	73.50—	80.00—	81.44—	MAY 11'28		MAY 11'28	1,898.36 •
1,898.36	MAY 12'28	24.50—			MAY 12'28		MAY 12'28	1,873.86 •
1,873.86	MAY 14'28	12.60—			MAY 14'28		MAY 14'28	1,861.26 •
1,861.26	MAY 24'28	527.67—			MAY 24'28		MAY 24'28	1,333.59 •
1,333.59	MAY 25'28	20.00—			MAY 25'28		MAY 25'28	1,313.59 •
1,313.59	MAY 26'28	60.00—			MAY 26'28		MAY 26'28	1,253.59 •
1,253.59	MAY 28'28	7.50—			MAY 28'28		MAY 28'28	1,246.09 •
1,246.09	MAY 29'28	100.00—	8.42—	10.00—	MAY 29'28		MAY 29'28	1,127.67 •
1,127.67	JUN 2'28	43.75—	25.63—	25.00—	JUN 2'28		JUN 2'28	1,033.29 •
1,033.29	JUN 6'28	16.50—	28.75—		JUN 6'28		JUN 6'28	988.04 •
988.04	JUN 8'28	74.62—			JUN 8'28		JUN 8'28	913.42 •
913.42	JUN 9'28	4.50—	12.50—	40.00—				
	JUN 9'28	25.88—	50.00—		JUN 9'28		JUN 9'28	780.54 •
780.54	JUN 12'28	5.39—	85.30—	10.00—	JUN 12'28		JUN 12'28	679.85 •

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....12.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			JUN 12 '28	679.85		
	JUN 25 '28	20.00—			JUN 25 '28		JUN 25 '28	659.85 *
659.85	JUL 2 '28	200.00—			JUL 2 '28		JUL 2 '28	459.85 *
459.85	JUL 5 '28	19.00—	11.09—		JUL 5 '28		JUL 5 '28	429.76 *
429.76	JUL 12 '28	393.20—			JUL 12 '28		JUL 12 '28	36.56 *
36.56	JUL 17 '28	24.61—			JUL 17 '28		JUL 17 '28	11.95 *
11.95	JUL 18 '28	53.00—			JUL 18 '28		JUL 18 '28	41.05 OD
— 41.05	JUL 27 '28	.50—			JUL 27 '28		JUL 27 '28	41.55 OD
— 41.55	AUG 1 '28				AUG 1 '28	288.74	AUG 1 '28	247.19 *
247.19	AUG 22 '28	200.00—			AUG 22 '28		AUG 22 '28	47.19 *
47.19	AUG 25 '28	20.00—					AUG 25 '28	27.19 *
27.19	AUG 28 '28	12.80—					AUG 28 '28	14.39 *
14.39	SEP 1 '28	20.00—	25.00—		SEP 1 '28	15,650.00	SEP 1 '28	15,619.39 *
15,619.39	SEP 4 '28	5.00—	7.63—		SEP 4 '28		SEP 4 '28	15,606.76 *
15,606.76	SEP 5 '28	2.86—	14.77—		SEP 5 '28		SEP 5 '28	15,589.13 *
15,589.13	SEP 8 '28	32.00—	7.00—	20.00—	SEP 8 '28		SEP 8 '28	15,530.13 *
15,530.13	SEP 10 '28	.96—	14.88—		SEP 10 '28		SEP 10 '28	15,514.29 *
15,514.29	SEP 11 '28	1.92—	40.53—		SEP 11 '28		SEP 11 '28	15,471.84 *
15,471.84	SEP 13 '28	24.96—			SEP 13 '28		SEP 13 '28	15,446.88 *
15,446.88	SEP 14 '28	15.36—	1.92—	.96—				
	SEP 14 '28	27.18—	11.33—		SEP 14 '28		SEP 14 '28	15,390.13 *
15,390.13	SEP 15 '28	29.98—	5.76—	2.95—				
	SEP 15 '28	6.25—	19.20—	17.28—				
	SEP 15 '28	1.92—	66.34—		SEP 15 '28		SEP 15 '28	15,240.45 *
15,240.45	SEP 17 '28	19.20—	40.40—	1.92—				
	SEP 17 '28	25.29—	9.60—	21.35—				
	SEP 17 '28	1.92—	9.60—	20.00—	SEP 17 '28		SEP 17 '28	15,091.17 *
15,091.17	SEP 18 '28	42.24—	5.76—	9.30—				
	SEP 18 '28	.96—	3.84—	1.32—				
	SEP 18 '28	1.92—	5.76—		SEP 18 '28		SEP 18 '28	15,020.07 *
15,020.07	SEP 19 '28	132.89 LST			SEP 19 '28		SEP 19 '28	14,887.18 *
14,887.18	SEP 20 '28	250.06 LST	.00 LST		SEP 20 '28		SEP 20 '28	14,637.12 *
14,637.12	SEP 21 '28	.96—	137.38—	1.92—				
	SEP 21 '28	3.84—	173.13—	5.53—				
	SEP 21 '28	8.96—	14.88—	6.12—				
	SEP 21 '28	.48—	10.00—		SEP 21 '28		SEP 21 '28	14,273.92 *
14,273.92	SEP 22 '28	3.84—	3.84—	13.56—	SEP 22 '28		SEP 22 '28	14,252.68 *
14,252.68	SEP 24 '28	8.64—	1.92—	255.09—				
	SEP 24 '28	95.73—	1.92—		SEP 24 '28		SEP 24 '28	13,889.38 *
13,889.38	SEP 25 '28	18.60—	.24—	14.94—				
	SEP 25 '28	1.68—	65.24 LST		SEP 25 '28		SEP 25 '28	13,788.68 *
13,788.68	SEP 26 '28	13.75—	42.24—		SEP 26 '28		SEP 26 '28	13,732.69 *
13,732.69	SEP 27 '28	6.30—	46.29—	5.76—	SEP 27 '28		SEP 27 '28	13,674.34 *
13,674.34	SEP 28 '28	19.20—	4.32—		SEP 28 '28		SEP 28 '28	13,650.82 *
13,650.82	SEP 29 '28	22.32—			SEP 29 '28		SEP 29 '28	13,628.50 *
13,628.50	OCT 1 '28	4.71—			OCT 1 '28		OCT 1 '28	13,623.79 *
13,623.79	OCT 2 '28	2.88—	37.93—		OCT 2 '28		OCT 2 '28	13,582.98 s

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....13.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			OCT 2 '28	13,582.98		
	OCT 3 '28	50.00—	15.67—	88.75—				
	OCT 3 '28	6.60—			OCT 3 '28		OCT 3 '28	13,421.96 *
13,421.96	OCT 4 '28	11.90—	4.69—	17.40—	OCT 4 '28		OCT 4 '28	13,387.97 *
13,387.97	OCT 5 '28	34.97—	1.15—	2.40—				
	OCT 5 '28	.75—	15.36—		OCT 5 '28		OCT 5 '28	13,333.34 *
13,333.34	OCT 6 '28	7.68—	7.68—		OCT 6 '28		OCT 6 '28	13,317.98 *
13,317.98	OCT 8 '28	166.56—	50.00—	15.36—				
	OCT 8 '28	5.20—	1.92—	9.92—	OCT 8 '28		OCT 8 '28	13,069.02 *
13,069.02	OCT 9 '28	1.10—	1.92—		OCT 9 '28		OCT 9 '28	13,066.00 *
13,066.00	OCT 10 '28	22.50—	10.50—	2.10—				
	OCT 10 '28	9.60—	115.00—	367.39—				
	OCT 10 '28	25.00—			OCT 10 '28		OCT 10 '28	12,513.91 *
12,513.91	OCT 11 '28	40.04—			OCT 11 '28	8.00	OCT 11 '28	12,481.88 *
12,481.88	OCT 13 '28	246.30—	7.43—	13.44—	OCT 13 '28		OCT 13 '28	12,214.81 *
12,214.71	OCT 15 '28	2.82—	2.88—		OCT 15 '28		OCT 15 '28	12,209.01 *
12,209.01	OCT 16 '28	11.52—	17.28—	6.72—	OCT 16 '28			
	OCT 16 '28	40.97—			OCT 16 '28		OCT 16 '28	12,132.52 *
12,132.52	OCT 17 '28	13.44—			OCT 17 '28		OCT 17 '28	12,119.08 *
12,119.08	OCT 18 '28	32.55—	19.20—	229.13—				
	OCT 18 '28	74.53—	119.53—	39.05—				
	OCT 18 '28	17.31—	23.04—		OCT 18 '28		OCT 18 '28	11,564.74 *
11,564.74	OCT 19 '28	38.40—	28.80—		OCT 19 '28		OCT 19 '28	11,497.54 *
11,497.54	OCT 20 '28	42.65—			OCT 20 '28		OCT 20 '28	11,454.89 *
11,454.89	OCT 22 '28	24.00—	44.80—	9.60—				
	OCT 22 '28	60.00—	4.00—		OCT 22 '28		OCT 22 '28	11,312.49 *
11,312.49	OCT 23 '28	13.65—	12.00—	4.70—				
	OCT 23 '28	11.52—			OCT 23 '28		OCT 23 '28	11,270.62 *
11,270.62	OCT 24 '28	25.00—			OCT 24 '28		OCT 24 '28	11,245.62 *
11,245.62	OCT 25 '28	3.51—	1.92—		OCT 25 '28	500.00	OCT 25 '28	11,740.19 *
11,740.19	OCT 26 '28	120.00—			OCT 26 '28		OCT 26 '28	11,620.19 *
11,620.19	OCT 27 '28	201.35—			OCT 27 '28		OCT 27 '28	11,418.84 *
11,418.84	OCT 31 '28	1.62—	118.75—		OCT 31 '28		OCT 31 '28	11,298.47 *
11,298.47	NOV 1 '28	1.92—			NOV 1 '28		NOV 1 '28	11,296.55 *
11,296.55	NOV 5 '28	27.85—	14.50—		NOV 5 '28		NOV 5 '28	11,254.20 *
11,254.20	NOV 8 '28	33.38—	500.00—		NOV 8 '28		NOV 8 '28	10,720.82 *
10,720.82	NOV 9 '28	49.73—	25.00—		NOV 9 '28		NOV 9 '28	10,646.09 *
10,646.09	NOV 10 '28	36.45—			NOV 10 '28		NOV 10 '28	10,609.64 *
10,609.64	NOV 13 '28	135.00—			NOV 13 '28		NOV 13 '28	10,474.64 *
10,474.64	NOV 14 '28	8.00—	60.00—		NOV 14 '28		NOV 14 '28	10,406.64 *
10,406.64	NOV 15 '28	50.00—			NOV 15 '28		NOV 15 '28	10,356.64 *
10,356.64	NOV 20 '28	39.36—					NOV 20 '28	10,317.28 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....14.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			NOV 21 '28	10,317.28		
	NOV 21 '28	27.10—	25.00—	5.00—				
	NOV 21 '28	1.98—			NOV 21 '28		NOV 21 '28	10,258.20 *
10,258.20	NOV 22 '28	45.40—	2.01—		NOV 22 '28		NOV 22 '28	10,210.79 *
10,210.79	NOV 23 '28	70.00—			NOV 23 '28		NOV 23 '28	10,140.79 *
10,140.79	NOV 24 '28	26.00—			NOV 24 '28		NOV 24 '28	10,114.79 *
10,114.79	NOV 26 '28	1.94—			NOV 26 '28		NOV 26 '28	10,112.85 *
10,112.85	NOV 27 '28	40.00—			NOV 27 '28		NOV 27 '28	10,072.85 *
10,072.85	NOV 28 '28	7.25—			NOV 28 '28		NOV 28 '28	10,065.60 *
10,065.60	NOV 30 '28	3.36—			NOV 30 '28		NOV 30 '28	10,062.24 *
10,062.24	DEC 1 '28	50.00—			DEC 1 '28		DEC 1 '28	10,012.24 *
10,012.24	DEC 3 '28	19.20—			DEC 3 '28		DEC 3 '28	9,993.04 *
9,993.04	DEC 4 '28	34.40—			DEC 4 '28		DEC 4 '28	9,958.64 *
9,958.64	DEC 6 '28	50.00—			DEC 6 '28		DEC 6 '28	9,908.64 *
9,908.64	DEC 7 '28	695.42—			DEC 7 '28		DEC 7 '28	9,213.22 *
9,213.22	DEC 8 '28	23.78—	184.00—	30.63—	DEC 8 '28		DEC 8 '28	8,974.81 *
8,974.81	DEC 15 '28	15.95—	3.01—		DEC 15 '28		DEC 15 '28	8,955.85 *
8,955.85	DEC 17 '28	50.00—	1.02—	1.02—				
	DEC 17 '28	12.65—			DEC 17 '28		DEC 17 '28	8,891.15 *
8,891.15	DEC 20 '28	14.00—	12.00—	16.16—	DEC 20 '28		DEC 20 '28	8,848.99 *
8,848.99	DEC 22 '28	14.84—			DEC 22 '28		DEC 22 '28	8,834.15 *
8,834.15	DEC 24 '28	14.00—			DEC 24 '28		DEC 24 '28	8,820.15 *
8,820.15	DEC 27 '28	20.00—			DEC 27 '28		DEC 27 '28	8,800.15 *
8,800.15	JAN 8 '29	15.53—			JAN 8 '29		JAN 8 '29	8,784.62 *
8,784.62	JAN 8 '29	56.75—			JAN 8 '29		JAN 8 '29	8,727.85 *
8,727.85	JAN 9 '29	50.00—			JAN 9 '29		JAN 9 '29	8,677.85 *
8,677.85	JAN 10 '29	50.00—	16.00—		JAN 10 '29		JAN 10 '29	8,611.85 *
8,611.85	JAN 12 '29	1.56—	28.30—		JAN 12 '29		JAN 12 '29	8,580.99 *
8,580.99	JAN 14 '29	33.20—	12.00—		JAN 14 '29		JAN 14 '29	8,541.79 *
8,541.79	JAN 16 '29	5.00—	25.00—		JAN 16 '29		JAN 16 '29	8,511.79 *
8,511.79	JAN 18 '29	92.53—		5.60—	JAN 18 '29		JAN 18 '29	8,413.66 *
8,413.66	JAN 19 '29	25.38—	5.00—		JAN 19 '29		JAN 19 '29	8,383.28 *
8,383.28	JAN 21 '29	2.46—	17.25—		JAN 21 '29		JAN 21 '29	8,363.57 *
8,363.57	JAN 22 '29	2.50—			JAN 22 '29		JAN 22 '29	8,361.07 *
8,361.07	JAN 24 '29	151.25—	50.00—		JAN 24 '29		JAN 24 '29	8,159.82 *
8,159.82	JAN 28 '29	25.00—			JAN 28 '29		JAN 28 '29	8,134.82 *
8,134.82	JAN 29 '29	27.00—			JAN 29 '29		JAN 29 '29	8,107.82 *
8,107.82	JAN 30 '29	9.75—			JAN 30 '29		JAN 30 '29	8,098.07 *
8,098.07	JAN 31 '29	4.94—	5.76—	5.58—	JAN 31 '29		JAN 31 '29	8,081.79 *
8,081.79	FEB 6 '29	7.68—			FEB 7 '29		FEB 6 '29	8,074.11 *
8,074.11	FEB 11 '29	21.10—			FEB 11 '29		FEB 11 '29	8,053.01 *
8,053.01	FEB 15 '29	1.92—			FEB 15 '29		FEB 15 '29	8,051.09 *
8,051.09	FEB 16 '29	15.48—	.12—	6.53—	FEB 16 '29		FEB 16 '29	8,028.96 s

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....15.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			Feb 16 '29	8,028.96		
	Feb 18 '29	7.68—			Feb 18 '29		Feb 18 '29	8,021.28 *
8,021.28	Feb 19 '29	5.99—			Feb 19 '29		Feb 19 '29	8,015.29 *
8,015.29	Feb 28 '29	6.72—			Feb 28 '29		Feb 28 '29	8,008.57 *
8,008.57	Mar 7 '29	9.60—			Mar 7 '29		Mar 7 '29	7,998.97 *
7,998.97	Mar 22 '29	209.20—			Mar 22 '29		Mar 22 '29	7,789.77 *
7,789.77	Apr 5 '29	11.52—	24.48—	1.90—	Apr 5 '29		Apr 5 '29	7,751.87 *
7,751.87	Apr 8 '29	4.84—			Apr 8 '29		Apr 8 '29	7,747.03 *
7,747.03	Apr 9 '29	8.99—	9.60—	5.76—	Apr 9 '29		Apr 9 '29	7,722.68 *
7,722.68	Apr 10 '29	15.36—			Apr 10 '29		Apr 10 '29	7,707.32 *
7,707.32	Apr 12 '29	5.76—	74.16—		Apr 12 '29		Apr 12 '29	7,627.40 *
7,627.40	Apr 23 '29	64.26—	19.20—	3.84—				
	Apr 23 '29	17.09—	4.71—		Apr 23 '29		Apr 23 '29	7,518.30 *
7,518.30	Apr 24 '29	3.84—			Apr 24 '29		Apr 24 '29	7,514.46 *
7,514.46	Apr 25 '29	53.76—	84.45—		Apr 25 '29		Apr 25 '29	7,376.25 *
7,376.25	Apr 26 '29	34.56—	5.89—	14.40—				
	Apr 26 '29	1.92—	11.52—	84.55—				
	Apr 26 '29	5.76—	.96—	11.22—				
	Apr 26 '29	8.51—	14.52—	12.48—	Apr 26 '29		Apr 26 '29	7,169.96 *
7,169.96	Apr 27 '29	7.68—	40.16—		Apr 27 '29		Apr 27 '29	7,122.12 *
7,122.12	Apr 29 '29	4.71—	6.68—	7.68—				
	Apr 29 '29	35.84—			Apr 29 '29		Apr 29 '29	7,066.21 *
7,066.21	Apr 30 '29	2.00—	74.34—	1.34—				
	Apr 30 '29	3.84—	5.87—		Apr 30 '29		Apr 30 '29	6,978.91 *
6,978.91	May 1 '29	6.84—	7.68—	.96—				
	May 1 '29	12.00—			May 1 '29		May 1 '29	6,951.43 *
6,951.43	May 2 '29	7.68—	7.63—	7.46—				
	May 2 '29	1.44—	2.40—	.48—				
	May 2 '29	3.84—	.96—		May 2 '29		May 2 '29	6,919.54 *
6,919.54	May 3 '29	5.76—			May 3 '29		May 3 '29	6,913.78 *
6,913.78	May 4 '29	4.20—	11.94—		May 4 '29		May 4 '29	6,897.64 *
6,897.64	May 6 '29	3.07—	.96—	5.72—				
	May 6 '29	1.92—	5.06—	27.84—	May 6 '29		May 6 '29	6,853.07 *
6,853.07	May 7 '29	15.35—	5.62—	.48—				
	May 7 '29	1.92—	36.87—	69.47—				
	May 7 '29	6.28—	7.68—	.46—				
	May 7 '29	3.84—	3.84—	1.22—	May 7 '29		May 7 '29	6,700.04 *
6,700.04	May 8 '29	.64—	1.92—	39.76—				
	May 8 '29	11.52—	2.22—	24.00—				
	May 8 '29	.48—	7.20—	2.88—				
	May 8 '29	7.68—			May 8 '29		May 8 '29	6,601.74 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....16.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			May 9 '29	6,601.74		
	May 9 '29	38.34—	4.14—	11.84—				
	May 9 '29	7.68—	5.76—	3.84—				
	May 9 '29	16.06—	1.92—	1.92—				
	May 9 '29				May 9 '29		May 9 '29	6,510.24 *
6,510.24	May 10 '29	363.14—	48.00—	5.51—				
	May 10 '29	1.92—	1.68—	15.54—				
	May 10 '29	40.65—	63.63—	72.—	May 10 '29		May 10 '29	6,296.18 *
6,296.18	May 11 '29	1.92—	2.18—	.96—				
	May 11 '29	5.28—	1.92—		May 11 '29		May 11 '29	6,283.92 *
6,283.92	May 13 '29	1.92—	2.30—	3.84—				
	May 13 '29	21.01—	31.44—	2.29—				
	May 13 '29	1.92—			May 13 '29		May 13 '29	6,219.20 *
6,219.20	May 14 '29	.48—	.72—	63.64—				
	May 14 '29	1.44—	1.22—	5.76—				
	May 14 '29	1.92—	1.92—	9.60—	May 14 '29		May 14 '29	6,132.50 *
6,132.50	May 15 '29	1.92—	1.92—	41.28—				
	May 15 '29	11.52—	5.05—	1.51—				
	May 15 '29	1.92—	5.76—		May 15 '29		May 15 '29	6,061.62 *
6,061.62	May 16 '29	1.83—	1.92—	3.84—	May 16 '29		May 16 '29	6,054.03 *
6,054.03	May 17 '29	.48—	3.74—	1.92—				
	May 17 '29	1.92—	.84—	1.92—				
	May 17 '29	.96—	.48—		May 17 '29		May 29 '29	6,041.77 *
6,041.77	May 18 '29	11.88—	3.61—	220.67—				
	May 18 '29	2.88—	5.76—	3.84—				
	May 18 '29	32.21—	7.68—	16.95—	May 18 '29		May 18 '29	5,736.29 *
5,736.29	May 20 '29	.96—	40.32—	10.22—				
	May 20 '29	2.12—	1.62—	1.92—				
	May 20 '29	.96—	2.88—	.76—	May 20 '29		May 20 '29	5,674.53 *
5,674.53	May 21 '29	6.99—	1.92—	16.99—				
	May 21 '29	.96—	13.87—	1.92—				
	May 21 '29	1.92—	16.15—	16.23—				
	May 21 '29	1.92—	.96—	5.76—				
	May 21 '29	1.92—	17.28—		May 21 '29		May 21 '29	5,569.74 *
5,569.74	May 22 '29	3.84—	4.80—	3.84—				
	May 22 '29	25.25—	7.68—	.48—				
	May 22 '29	.48—	.96—	3.84—				
	May 22 '29	7.68—	.96—	.96—				
	May 22 '29	2.88—	3.84—	40.19—				
	May 22 '29	4.00—			May 22 '29		May 22 '29	5,458.06 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....17.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			May 22 '29	5,458.06		
	May 23 '29	3.91—	13.44—	22.90—				
	May 23 '29	24.96—	13.44—	5.76—				
	May 23 '29	.24—			May 23 '29		May 23 '29	5,373.41 *
5,373.41	May 24 '29	.48—	3.84—	1.92—				
	May 24 '29	14.62—	11.92—	6.72—				
	May 24 '29	11.52—	1.92—	1.92—	May 24 '29		May 24 '29	5,318.55 *
5,318.55	May 25 '29	.96—	1.44—	7.40—				
	May 25 '29	.48—	1.32—	1.92—				
	May 25 '29	1.92—	1.02—	23.04—				
	May 25 '29	1.32—	15.66—		May 25 '29		May 25 '29	5,262.07 *
5,262.07	May 27 '29	5.76—	89.87—	1.28—				
	May 27 '29	48.09—	1.28—	.95—				
	May 27 '29	2.88—	1.92—	.96—				
	May 27 '29	1.93—	4.80—	1.20—	May 27 '29		May 27 '29	5,101.16 *
5,101.16	May 27 '29	41.27—	1.92—	1.98—				
	May 27 '29	1.92—	7.68—	7.20—				
	May 27 '29	3.84—			May 27 '29		May 27 '29	5,035.35 *
5,035.35	May 28 '29	1.92—	23.04—	47.95				
	May 28 '29	.96—	18.34—	1.92—				
	May 28 '29	6.63—	1.44—	7.67—				
	May 28 '29	5.75—	1.92—	3.84—				
	May 28 '29	33.97—	1.92—	1.92—				
	May 28 '29	.30—	.90—	3.84—				
	May 28 '29	4.88—	9.60—	1.92—	May 28 '29		May 28 '29	4,854.72 *
4,854.72	May 29 '29	.48—	6.72—	7.68—				
	May 29 '29	1.92—	4.84—	1.92—				
	May 29 '29	16.53—	3.84—	1.92—				
	May 29 '29	3.53—	1.29—	10.22—				
	May 29 '29	.96—	4.34—	.96—				
	May 29 '29	1.92—			May 29 '29		May 29 '29	4,775.65 *
4,785.65	May 31 '29	.24—	.96—	33.60—				
	May 31 '29	3.62—	.96—	7.42—				
	May 31 '29	1.92—	1.92—	73.98—				
	May 31 '29	1.86—	.96—	91.07—				
	May 31 '29	.96—	15.36—	1.92—				
	May 31 '29	1.38—	2.06—	61.36—	May 31 '29		May 31 '29	4,484.10 *
4,484.10	Jun 1 '29	11.52—	1.92—	.96—				
	Jun 1 '29	9.67—	3.60—	1.61—				
	Jun 1 '29	11.66—	9.61—	9.60—	Jun 1 '29		Jun 1 '29	

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....18.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward						
	Jun 1'29	9.60—	23.04—	9.33—				
	Jun 1'29	.80—	9.60—	1.89—				
	Jun 1'29	13.91—	16.40—	48.96—				
	Jun 1'29	6.69—	2.40—	3.36—				
	Jun 1'29	7.68—	1.92—	3.36—				
	Jun 1'29	3.84—	1.92—	2.40—				
	Jun 1'29	.37—			Jun 1'29		Jun 1'29	4,256.48 *
4,256.48	Jun 4'29	3.84—	13.44—	11.52—				
	Jun 4'29	68.54—	.48—	3.84—				
	Jun 4'29	1.92—	7.68—	.64—				
	Jun 4'29	3.84—	1.44—	1.92—				
	Jun 4'29	13.26—	15.52—	11.52—				
	Jun 4'29	3.84—	4.83—	1.92—	Jun 4'29		Jun 4'29	4,086.59 *
4,086.59	Jun 4'29	1.92—	3.93—	5.76—	Jun 4'29		Jun 4'29	4,074.98 *
4,074.98	Jun 4'29	.48—	.96—	1.92—				
	Jun 4'29	1.92—	17.28—	3.84—	Jun 4'29		Jun 4'29	4,048.58 *
4,048.58	Jun 5'29	22.80—	1.23—	1.20—				
	Jun 5'29	49.92—	11.77—	7.68—				
	Jun 5'29	1.92—	4.92—				Jun 5'29	3,947.14 *
3,947.14	Jun 5'29	1.92—	3.84—	74.49—	Jun 5'29		Jun 5'29	3,866.89 *
3,866.89	Jun 6'29	.96—	6.92—	10.14—				
	Jun 6'29	29.58—	3.84—	13.09—				
	Jun 6'29	3.84—	1.92—	.96—				
	Jun 6'29	.98—	1.20—	1.92—				
	Jun 6'29	20.05—	1.92—	.24—				
	Jun 6'29	3.84—	3.84—	1.92—				
	Jun 6'29	1.92—	.96—	30.72—				
	Jun 6'29	1.92—	1.92—	2.64—				
	Jun 6'29	5.76—	22.08—	1.92—				
	Jun 6'29	7.68—	1.44—	2.09—				
	Jun 6'29	5.04—	1.92—	3.84—	Jun 6'29		Jun 6'29	3,667.78 *
3,667.78	Jun 7'29	1.92—	1.92—	.48—				
	Jun 7'29	15.32—	.48—	11.31—				
	Jun 7'29	38.40—	1.10—	20.98—				
	Jun 7'29	1.92—	9.60—	.48—				
	Jun 7'29	34.56—	1.92—	1.92—				
	Jun 7'29	3.84—	.96—		Jun 7'29		Jun 7'29	3,520.67 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No....19.... Name..... J T ROBISON SPEC.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			JUN 8'29	3,520.67		
	JUN 8'29	7.20—	.96—	.48—				
	JUN 8'29	.57—	1.92—	5.76—				
	JUN 8'29	.96—	5.76—		JUN 8'29		JUN 8'29	3,497.06 *
3,497.06	JUN 10'29	.96—	28.57—	3.24—				
	JUN 10'29	.72—	1.92—	1.92—				
	JUN 10'29	.60—	18.10—	3.84—	JUN 10'29		JUN 10'29	3,437.19 *
3,437.19	JUN 11'29	.48—	1.92—	14.40—				
	JUN 11'29	1.44—	39.95—	7.52—				
	JUN 11'29	7.68—	3.26—	9.60—				
	JUN 11'29	5.52—	6.01—	3.84—				
	JUN 11'29	147.58—	1.92—	9.28—	JUN 11'29		JUN 11'29	3,176.79 *
3,176.79								

Mr. Allen: Mr. Chairman, and Ladies and Gentlemen of the Committee—We now offer the following record furnished us by the Texas Bank & Trust Company of Austin, Texas, of the account of J. T. Robison, opened in that bank on December 31, 1926, and coming down to and including all deposits and checks drawn thereon to October 13, 1928, covering two sides of one sheet furnished us by the bank.

(The ledger sheet just above referred to was marked for identification Exhibit 56, and a photostatic copy of same is attached to and made a part of this record.)

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No..... Name..... J T ROBISON .....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward						
							MAY 16'27	
					DEC 31'26	1,000.00	DEC 31'26	1,000.00 *
1,000.00					JAN 4'27	1,000.00	JAN 4'27	2,000.00 *
2,000.00	JAN 5'27				JAN 5'27	365.00	JAN 5'27	2,365.00 *
2,215.00	JAN 19'27	225.00—			JAN 19'27		JAN 19'27	1,990.00 *
1,990.00	JAN 20'27	1.00—			JAN 20'27		JAN 20'27	1,989.00 *
1,989.00	JAN 22'27	250.00—			JAN 22'27		JAN 22'27	1,739.00 *
1,739.00	JAN 29'27	25.00—	281.11—	20.00—	JAN 29'27		JAN 29'27	1,412.89 *
1,412.89	JAN 31'27	52.75—			JAN 31'27		JAN 31'27	1,360.14 *
1,360.14	JAN 31'27	75.00—			JAN 31'27		JAN 31'27	1,285.14 *
1,285.14	FEB 1'27	77.50—			FEB 1'27		FEB 1'27	1,207.64 *
1,207.64	FEB 7'27	81.00—			FEB 7'27		FEB 7'27	1,126.64 *
1,126.64	FEB 16'27	20.00—			FEB 16'27		FEB 16'27	1,106.64 *
1,106.64	FEB 17'27	30.00—			FEB 17'27		FEB 17'27	1,076.64 *
1,076.64	FEB 18'27	25.00—	10.50—	27.00—	FEB 18'27		FEB 18'27	1,014.14 *
1,014.14	FEB 19'27	192.75—	25.00—		FEB 19'27	1,500.00	FEB 19'27	2,296.39 *
2,296.39	FEB 21'27	27.50—			FEB 21'27		FEB 21'27	2,268.89 *
2,268.89	FEB 23'27	275.00—	10.00—		FEB 23'27		FEB 23'27	1,983.89 *
1,983.89	FEB 23'27	8.94—			FEB 23'27		FEB 23'27	1,974.95 *
1,974.95	FEB 25'27	200.00—			FEB 25'27		FEB 25'27	1,774.95 *
1,774.95	FEB 25'27	5.00—			FEB 25'27		FEB 25'27	1,769.95 *
1,769.95	FEB 26'27	6.00—	218.96—	22.09—	FEB 26'27		FEB 26'27	1,522.90 *
1,522.90	FEB 26'27	10.50—			FEB 26'27		FEB 26'27	1,512.40 *
1,512.40	FEB 28'27	5.00—	4.00—		FEB 28'27		FEB 28'27	1,503.40 *
1,503.40	MAR 1'27		2.75—		MAR 1'27		MAR 1'27	1,500.65 *
1,500.65	MAR 1'27	50.00—			MAR 1'27		MAR 1'27	1,450.65 *
1,450.65	MAR 3'27	30.00—			MAR 3'27		MAR 3'27	1,420.65 *
1,420.65	MAR 7'27	1,000.00—			MAR 7'27		MAR 7'27	420.65 *
420.65	MAR 9'27	100.00—			MAR 9'27		MAR 8'27	320.65 *
320.65	MAR 16'27	46.45—			MAR 16'27		MAR 16'27	274.20 *
274.20	MAR 24'27	64.95—			MAR 24'27		MAR 24'27	209.25 *
209.25	MAR 31'27	10.00—	7.00—	60.00—	MAR 31'27		MAR 31'27	132.25 *
132.25	APR 1'27	75.00—	11.85—	18.50—	APR 1'27		APR 1'27	26.90 *
26.90	APR 2'27	20.00—			APR 2'27		APR 2'27	6.90 *
6.90	APR 9'27	7.50—			APR 9'27		APR 9'27	.60 OD
— .60	APR 12'27				APR 12'27	1,000.00	APR 12'27	999.40 *
999.40	APR 15'27	34.00—			APR 15'27		APR 15'27	965.40 *
965.40	APR 23'27	5.00—			APR 23'27		APR 23'27	960.40 *
960.40	APR 25'27	10.50—			APR 25'27		APR 25'27	949.90 *
949.90	APR 26'27	4.85—	25.00—	6.00—	APR 26'27		APR 26'27	914.05 *
914.05	APR 26'27	100.00—			APR 26'27		APR 26'27	804.64 *
804.64	APR 27'27				APR 27'27		APR 27'27	654.64 *
854.64	APR 28'27	40.00—	13.00—	25.00—	APR 28'27		APR 28'27	776.64 *
576.64	MAY 7'27	100.00—			MAY 7'27		MAY 7'27	476.64 *
476.64	MAY 9'27	9.50—			MAY 9'27		MAY 9'27	467.14 *
467.14	MAY 11'27	5.39—			MAY 11'27		MAY 11'27	461.75 *
461.75	MAY 12'27	7.00—			MAY 12'27		MAY 12'27	454.75 *
454.75	MAY 13'27	6.30—			MAY 13'27		MAY 13'27	448.45 *
448.45	MAY 14'27	32.00—	25.00—	6.95—	MAY 14'27		MAY 14'27	384.50 *
384.50	MAY 16'27	47.85—			MAY 16'27		MAY 16'27	336.65 *
336.65	MAY 16'27	8.50—			MAY 16'27		MAY 16'27	328.15 *

TEXAS BANK AND TRUST COMPANY, AUSTIN, TEXAS

Sheet No..... Name..... J T ROBISON .....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			MAY 16 '27	328.15	MAY 16 '27	328.15 *
328.15	MAY 18 '27	12.00—			MAY 18 '27		MAY 18 '27	316.15 *
316.15	MAY 18 '27	5.00—			MAY 18 '27		MAY 18 '27	311.15 *
311.15	MAY 18 '27	5.75—	48.75—		MAY 18 '27		MAY 18 '27	256.65 *
256.65	MAY 20 '27	151.84—	28.03—	3.00—	MAY 20 '27		MAY 20 '27	73.78 *
73.78	MAY 20 '27	133.50—			MAY 20 '27		MAY 20 '27	59.72 OD
— 59.72	MAY 21 '27				MAY 21 '27	59.72	MAY 21 '27	.00 *
	MAY 23 '27	150.00—	150.00—		MAY 23 '27	500.00	MAY 23 '27	200.00 *
200.00	MAY 24 '27	3.22—			MAY 24 '27		MAY 24 '27	196.78 *
196.78	MAY 25 '27	5.00—			MAY 25 '27		MAY 25 '27	191.78 *
191.78	MAY 27 '27	8.00—			MAY 27 '27		MAY 27 '27	183.78 *
183.78	MAY 28 '27	4.85—			MAY 28 '27		MAY 28 '27	178.93 *
178.93	JUN 13 '27	100.00—			JUN 13 '27		JUN 13 '27	78.93 *
78.93	JUN 15 '27				JUN 15 '27	1,080.57	JUN 15 '27	1,159.50 *
1,159.50	JUN 16 '27	50.00—			JUN 16 '27		JUN 16 '27	1,109.50 *
1,109.50	JUN 17 '27	50.00—			JUN 17 '27		JUN 17 '27	1,059.50 *
1,059.50	JUN 18 '27	40.00—			JUN 18 '27		JUN 18 '27	1,019.50 *
1,019.50	JUN 24 '27	1.80—			JUN 24 '27		JUN 24 '27	1,017.70 *
1,017.70	JUN 24 '27				JUN 24 '27	100.00	JUN 24 '27	1,117.70 *
1,117.70	JUN 27 '27	14.48—			JUN 27 '27		JUN 27 '27	1,103.22 *
1,103.22	JUL 7 '27	1,000.00—			JUL 7 '27		JUL 7 '27	103.22 *
103.22	JUL 19 '27	8.00—	16.78—		JUL 19 '27		JUL 19 '27	78.44 *
78.44	JUL 20 '27	1.60—	2.80—		JUL 20 '27		JUL 20 '27	74.04 *
74.04	JUL 29 '27	12.80—			JUL 29 '27		JUL 29 '27	61.24 *
61.24	JUL 30 '27	15.00—			JUL 30 '27		JUL 30 '27	46.24 *
46.24	AUG 16 '27	1.00—			AUG 16 '27		AUG 16 '27	45.24 *
45.24	AUG 23 '27	5.00—			AUG 23 '27		AUG 23 '27	40.24 *
40.24	SEP 8 '27	23.07—			SEP 8 '27		SEP 8 '27	17.17 *
17.17	SEP 10 '27	3.60—			SEP 10 '27		SEP 10 '27	13.57 *
13.57					SEP 18 '27	462.00	NOV 18 '27	475.57 *
475.57	NOV 25 '27	27.10—			NOV 25 '27		NOV 25 '27	448.47 *
448.47	NOV 28 '27	20.00—			NOV 28 '27		NOV 28 '27	428.47 *
428.47	DEC 9 '27	114.00—			DEC 9 '27		DEC 9 '27	314.47 *
314.47	DEC 14 '27	300.00—			DEC 14 '27		DEC 14 '27	14.47 *
14.47	JAN 11 '28	10.00—			JAN 11 '28		JAN 11 '28	4.47 *
4.47					JAN 13 '28	500.00	JAN 13 '28	504.47 *
504.47	JAN 14 '28	16.50—	15.00—		JAN 14 '28		JAN 14 '28	472.97 *
472.97	JAN 16 '28	206.45—	8.41—		JAN 16 '28		JAN 16 '28	258.11 *
258.11	JAN 16 '28	30.75—	188.55—		JAN 16 '28		JAN 16 '28	38.81 *
38.81	JAN 17 '28	10.00—			JAN 17 '28		JAN 17 '28	28.81 *
28.81	JAN 18 '28	10.00—			JAN 18 '28		JAN 18 '28	18.81 *
18.81	JAN 21 '28	3.00—			JAN 21 '28		JAN 21 '28	15.81 *
15.81	AUG 30 '28	3.00—			AUG 30 '28		AUG 30 '28	12.81 *
12.81	OCT 13 '28	.96—			OCT 13 '28		OCT 13 '28	11.85 *

Q. On October 15, 1925, at the time when the balance in this account amounted to $24,135.72, I will ask you if a time loan was made of $15,000.00 of that money to your bank, and that this is the check drawn here to represent that time loan?

A. Yes, sir.

Q. Now, was that a transfer check made by or charged—or a charge check on the account, or did he actually write a check covering that?

A. Well, the check itself would show; I couldn't say as to that.

Q. Well, here is what I am getting at—we have no check, but we have your charge.

A. I have the record here of the time certificate of deposit.

Q. Yes, sir; but here is what I want to get. We have no check for the $15,000.00 on which the time loan was made to your bank—we have the check of the $15,000.00 time loan made to the other bank. Now, what I want is this—

Mr. Moses: If the court please, I think it is an inadvertence—if I am correct about it—instead of "Time loan," a "Time deposit."

Mr. Allen: Time deposit is what I mean.

A. Time deposit?

Q. Yes. Well, I will change the language of it, speak of "Time deposit." Now, when the first $15,000.00 was deposited, turn to your records in regard to the time deposit over there, see when that was made—the time deposit?

A. Well, here is the date, I can give it to you from this.

Q. All right. When was the time deposit made in your bank?

A. Well, our records show that four time certificates were deposited.

Q. To the amount of $20,000.00?

A. Amounting to $25,000.00.

Q. Now, what was the amount and what was the date?

A. The first one was July 23, 1925.

Q. July 23, 1925?

A. Yes, sir.

Q. Now, at that time—

A. The balance is about $5,900.00.

Q. At that time the balance was $5,200.00?

A. Well, a $700.00 deposit was made on that—in other words, time deposit.

Q. In whose name was that time deposit made?

A. J. T. Robison, Special.

Q. Have you got that sheet, or did you have a sheet or check it in the books?

A. We keep a discount register.

Q. I see. That was also carried in the name of J. T. Robison, individual or special account?

A. Yes, sir.

Q. All right; $5,000.00 on that day. Now, when was the other made?

A. October 15, 1925, that sheet was time deposit—time certificate of deposit No. 728, for $15,000.00, charging the amount against the J. T. Robison Special.

Q. Over here (indicating)? In other words, those various items there are embraced then in this October 15th item of $15,000.00, and, as a matter of fact, there was no check given at that time, but it was a charge made on the account, evidenced by a charge slip that came in with his return when his book was balanced—is that right?

A. I think probably a charge was made, but in some instances checks were given.

Q. All right. Now, when was the first interest payment to Mr. Robison on that time deposit?

A. July 3, 1926.

Q. How did you pay that interest, and in what form and what manner?

A. A certificate of deposit was rendered, that showed the deposit was $5,195.47.

Q. The $195.47 was interest at that time?

A. That was interest.

Q. What was the rate of interest that you paid on that account?

A. Four per cent.

Q. Four per cent?

A. Yes, sir.

Q. And you credited the account on that date you have mentioned there with the amount of interest you have mentioned there?

A. Yes, sir.

Q. And when did you make your next payment of interest?

A. October 22, 1926, $600.00. It was one year's interest on $15,000.00.

Q. Yes. And then when did you make your next?

A. December 6, 1925, $200.00 interest was paid on $5,000.00 time deposit.

Q. All right. Now, what other interest sum did you credit the account with, without stopping even to specify the date, because I just want to find the total amount?

A. Well, the last certificate was taken December, '26, and paid in January, '28, and paid installments of interest, $200.00 each, and the last one shows $29.47.

Q. All right. Then the total amount of money that went into this J. T. Robi-

son fund consisted of the deposits he made here, plus the interest credits that you credited the account with after he made the time loan deposit—is that right?

A. Yes, sir; plus some interest to the Security Trust Company.

Q. Yes, that will be in another bank?

A. That was deposited with us.

Q. That was deposited with this account, was it?

A. Yes, sir.

Q. All right. Then how much, if you know, was the total interest that your bank paid and the total amount of interest paid by the other bank, how much does it all aggregate?

A. About $1,434.92.

Q. If the Security Trust Company on the loan deposits made out of this same fund that was in your bank paid interest on $15,000.00 from 10-22-1926 to 9-1-1928, $1,670.00, do you know whether that $1,670.00 was deposited in your bank to the J. T. Robison account, Special—did that $1,670.00 go in your bank?

A. The records show a deposit on September 1, 1928, in our bank of $15,650.00 to this account.

Q. All right. That fifteen—how much?

A. $15,650.00.

Q. $650.00, yes. But it doesn't show any item of $1,670.00. Well, say this is an item of $16,000.00—that is, the original $15,000.00—$16,670.00. Was a deposit of any kind made there in your bank?

A. No, I don't see it.

Q. How much did you say it was?

A. The deposit on September 1st was $15,650.00.

Q. All right. Now, then, if, as a matter of fact, he had a $15,000.00 loan deposit that he has out of this fund in the hands of the Security Trust Company, from 10-22-1926, to September 1st, 1928, if he actually received at that time $1,670.00 interest, then if he deposited the $15,000.00 back in your bank with only $650.00 interest, then your bank didn't get, lacked, $1,020.00 of getting the full amount of that interest—that is true, isn't it?

A. Well, he could—I don't know whether that interest was paid annually or semi-annually.

Q. Well, suppose it was paid like I told you?

A. Interest could have been paid on that time deposit before the time deposit itself was paid.

Q. Yes, but if it was paid like I stated, then your bank only got $650.00 interest and $15,000.00 on that time deposit?

A. The record shows $15,650.00 deposited on that date.

Q. All right. And you have no record of $1,670.00 in your bank?

A. No, sir.

Q. You do know that he drew out $15,000.00 of money in that account about 10-22-26—that would be October 22, 1926?

A. Yes, the account shows $15,000.00 on October 23rd.

Q. Was drawn out of your bank, and the original vouchers have been introduced, so you admit that that showed it was made payable to the Security Trust Company?

A. I know that it was.

Q. You know that it was? And that on that date he had $15,000.00—he took $15,000.00 of the money out of your bank and deposited it as a loan deposit in the Security Trust Company—you know that, you say?

A. Yes, sir.

Q. You were paying four per cent. Do you know that that bank was paying six per cent on that time deposit all the time?

A. No, I don't know just what it did pay. I knew they paid more than four.

Mr. Allen: Mr. Chairman and Gentlemen of the Committee, it is agreed that the letter I hold in my hand was a letter addressed by Mr. Cravens, Vice-President of the Security Trust Company, of this city, to Mr. J. T. Robison, Commissioner General Land Office, on March 1, 1929, in which he says (reading letter, as follows, to-wit):

"Dear Sir: On October 22, 1926, you made a deposit with us of $15,000.00, which bore interest at the rate of six per cent per annum. On October 29th, 1927, we paid you $917.50, being interest at the rate of six per cent per annum for one year and seven days, and issued you a renewal certificate which read as follows: 'This is to certify that J. T. Robison, special, has deposited in this company $15,000.00, payable to the order of himself in current funds six months after date on return of this certificate properly endorsed with interest until maturity only at 6 per cent per annum.'

"On September 1st, 1928, you desired to cash this certificate which had ceased to bear interest from April 29th, 1928, and we allowed you interest at the rate of four per cent per annum for four months, by agreement, making a total

of $650.00 interest paid you on September 1st, 1928.

"Trusting this is the information you desire, I am, Yours very truly,

"E. P. CRAVENS,
"Vice President."

Q. Now, the total amount of those two interest payments made to him on that time deposit would amount to $1670.00. And is there any way for you to tell whether that $1670.00 went into that bank account?

A. That calls for $1917.50, doesn't it?

Q. Yes, sir, one $1917.50, and $650.00?

A. The record shows on November 1, 1928, a deposit of $1917.50 was made to J. T. Robison, Special.

Q. And these figures would indicate that was on this, and the other $650.00 went in when he made a deposit of $15,650.00?

A. Yes, sir.

Q. All right, I just want to get that clear.

Mr. Allen: That is all, gentlemen.

Mr. Price: No questions.

(Witness excused.)

The Speaker: Who is your next witness?

Mr. Allen: We are just trying, Mr. Chairman, to see if we cannot save a little time by agreeing to the authenticity of certain documents.

The Speaker: Very well.

Judge Freeman: We offer in evidence a letter dated February 2, 1929, and which reads as follows:

"Hon. J. T. Robison, Commissioner,
State Land Office, Austin, Texas.

"Dear Mr. Robison: The committee appointed by the Legislature with instructions and power to investigate the operations of your office, the General Land Office, the Board of Regents of the University, the Attorney General's Department, and the Governor's Office, kindly request you to furnish us the following information concerning the operations of your Department under the reappraisement Acts passed by the Thirty-ninth Legislature. It is requested that this information be set forth in two exhibits and which exhibits jointly shall set forth each and every transaction had by your Department under said acts.

"Exhibit A: To show, first, the name of the owner of the land on date of forfeiture. Second, the number of acres forfeited; third, the original purchase price; fourth, the amount of interest due on date of forfeiture; fifth, whether the lands were originally sold with or without mineral reservations; sixth, the repurchase price per acre.

"Exhibit B: Let Exhibit B show, first, the names and addresses of all purchasers under said act, the date of their remittance of the one cent per acre expense charge, the amount of the remittance, the amount of money returned to the person making the remittance and the date of the return; second, the amount of money on hand at this time and where the same is located. In connection with this exhibit, please deliver to us all original books of accounts, bank statements and cancelled checks and also the books in which the entries concerning said one cent per acre fund were kept in the Land Office.

"This information is of great importance to the committee and furnishing the same will facilitate the work of the committee and expedite the investigation very materially.

Yours very truly,
FRED MINOR,
Chairman of Legislative Investigation Committee."

Judge Freeman: It is agreed by counsel that the letter just read was delivered to Mr. Robison about the time of its date, and that in response to that letter, Mr. Robison delivered to the committee the document I hold in my hand, signed by him. We offer in evidence, gentlemen, those portions of the report dated February 4, 1929, set out in the response to the Commissioner just referred to, which are indicated by pencil notations.

Mr. Smith: Just let the whole paper be introduced.

Mr. Allen: It is so important, it has got to be read some time. They can introduce the balance, but we don't—make that clear.

Judge Freeman: We ask the Reading Clerk to read just those parts of this which are indicated in pencil. If you gentlemen desire to offer the other part, you may do so.

The Speaker: The Clerk will read the portions outlined by counsel.

Mr. Smith: Just a moment. We think, for the information and understanding of the committee, that the whole of this paper should be introduced, and not mere extracts of portions from it, that it should all be read together, just for the benefit and understanding of the whole committee. Let us lay everything before them and not parts of things.

The Speaker: Any objection to that?

Judge Freeman: Yes, sir, we are not offering portions of it for the reason that there are portions that we think are not admissible, and we desire to reserve the right to make objection and permit Your Honor to rule as those objections arise.

Mr. Allen: Now, before you rule, Mr. Chairman, let me supplement what has been stated by my associate in regard to this matter. Whenever the respondent has made declarations or statements, they are always admissible in any judicial proceeding in which those matters are under inquiry, and when they come into the hands in court of the prosecution, he can offer such objections as he cares to offer, and then if the other side wants to offer everything else on that same subject embodied in any statement, they would have the right to do so; but we don't have to introduce the entire text of a document when there are portions we don't coincide with. We offer such parts as we have embraced in brackets and no more and we ask the Reading Clerk to read that; and then later, if they desire to introduce the balance of this statement, we will make no objection to it, but we want this to be read—except we will make objections to some parts that are purely speculative and not in response to the inquiry made by the committee.

Mr. Smith: Before you rule, Judge Sinks, I want to get this thought before you: As it appears from the letter read from Judge Minor, as chairman of the committee, certain information was asked from the Land Commissioner. It was in answer and in response to this letter that the letter from the Land Commissioner was written and delivered to the committee. This committee cannot get a clear and correct understanding of the transaction without the reading of the whole, it seems to me. And why the counsel for the proponents want to prevent a part of this statement from going before this committee for whatever it be worth, I don't know. We respectfully request that, in all fairness, the whole thing be read at one time to the committee, and not garbled extracts from it, in order that the committee may understand the whole thing.

Mr. Allen: Before we bind ourselves here, of course, we are only willing to be bound by such portions of that statement as we think relevant and pertinent and that we believe are all right. Now, counsel knows that no injustice could be done, because if it is necessary for the committee to hear all of it, they can offer it subject to such exceptions as we may make. And no court in the world would ever hold that we have to introduce everything he said or adopt everything he said—we don't have to do it; the rule is we can introduce such parts as we want to introduce, and then they can introduce such parts as they want if they are relevant.

Senator Price: If the Chair please, and Judge Sinks: I won't take very much time. Now, we started out in this hearing, and the contention was made by the able counsel from Dallas that technical rulings be not invoked, that this was merely an informal procedure, merely an inquisitorial procedure. Now, in the face of that contention—which was supported by Your Honor and announced from that platform—the proponents come here now and offer a letter from Judge Minor to Mr. Robison, and they bring the reply of Mr. Robison, and under the technical rules of evidence prevailing in the courts, they desire to carve out just such portions of that letter as they see fit, and exclude the other. Now, we submit that in this matter, in justice to Mr. Robison, and in order that the members of this House may get that letter as a whole, that the entire reply ought to be read together to the members of this House, as some of the members have suggested. We submit that a clear understanding of that letter and its bearing on this case cannot be had from these particular portions, and that it is confusing and unfair, both to this respondent and the members of the House, for any such procedure to be had.

Mr. Freeman: May I suggest to Your Honor about what I think the best procedure is?

Judge Sinks: There is no particular order in this matter. I will hear anything you want to say.

Judge Freeman: We desire to offer certain portions of this communication, we have marked them there so as to be identified. We concede the right of counsel to offer any other portions they may think admissible and necessary. When they offer them—

Mr. Moses: Mr. Freeman, may I make this suggestion; will you pardon me for just a minute?

Judge Freeman: Yes, sir.

Mr. Moses: Now, Your Honor, I understood from Mr. Allen that if we offered that letter, except, probably, as

to certain paragraphs, they would interpose no objection to it. We will offer all the letter. In the interest of time—because a record is to be made of this—why have a part of the letter introduced and printed in the Journal and in the record to be made, and then later on the letter in full, or such portions as may not be objected to, appear again? Now, if there are any portions of that letter to which they would have any objection—

Judge Freeman: Just a moment, Mr. Moses. We can shorten it.

Mr. Allen: To save time, we will make this agreement if you want to do it. The part the Judge is offering here we offer, and if you want to offer the balance at once, we will make no objection.

Mr. Moses: Well, we make that request.

Mr. Allen: That is understood. The Judge will indicate the part he is offering, and you indicate that part you will offer.

Mr. Moses: I think everybody understands it, and this committee ununderstands it. Just let it go in the record all at once.

Judge Sinks: Let it all be read. You read the part you want and let them read the part they want.

Whereupon, on motion duly made and seconded, a recess was had at 12:05 p. m. until 2 o'clock p. m. of the same day.

AFTERNOON SESSION

Began at 2:05 p. m., following recess at 12:05 p. m.

The Speaker: Gentlemen, are you ready to proceed?

Mr. Freeman: We now wish to offer in evidence a written statement, dated February 4, 1929, addressed to the Honorable Legislative Committee to investigate the General Land Office, the Governor, Board of Regents of the University and Attorney General; and signed by J. T. Robison, Commissioner:

February 4th, 1929.

Hon. Fred Minor, Chairman.

Gentlemen: In your communication of Saturday, the 2nd instant, addressed to me as Commissioner of the General Land Office of Texas, you requested immediate information upon the operation of an act of the Legislature approved March 19, 1925, providing for those who had theretofore let their purchase of public free school land to be forfeited for non-payment of interest and remained unsold, and that those who might thereafter let their purchase of public free school land be forfeited for the non-payment of interest due to November 1, 1925, and the Amendatory Act of October 27, 1926, should have the right to repurchase same at a price to be fixed by the Commissioner of the General Land Office. For the expense of the execution of said Act a fee of one cent per acre was required to be paid to said Commissioner. Those acts are commonly referred to as the Reappraisement Acts of 1925 and 1926, since there was another like act in 1913, and another of similar import in 1895.

In response to said request, I beg to say that there is nothing in connection with the execution of said Acts that I desire to withhold from your Committee, but that I am not only willing to but will frankly and without reserve lay before you everything so far as is in my power to do at this time.

1. The Act included all former forfeitures of land that remained unsold since the first sale of public free school land to James G. Holloway upon application filed in the General Land Office May 23, 1874, or a period of 51 years.

2. The number of individuals requesting reappraisement approximated 1600.

3. The number of separate tracts of land considered in the work of reappraisement approximates 20,000.

4. For each tract or sale there is a separate account.

5. The number of acres involved approximates 6,905,233, while the total forfeitures affected would approximate 8,000,000 acres.

6. The one cent per acre assessed by the law to defray the expenses of reappraisement approximates $69,052.00.

7. The time required in the reappraisement approximates 40 months and the employment of a large number of people at various periods of time.

8. The mileage traveled in the work approximates 72,000 miles.

9. The expenditures out of the fund arising from the one cent per acre approximates seven mills per acre.

10. The sum to be returned pro rata to those paying it, approximates three mills per acre.

11. Records of the General Land Office reflect the land matters stated in the foregoing in ten bound volumes of considerable size, to which the Committee can have access at any time.

12. To ascertain the original purchase price, as per your request, it will be necessary to examine each tract listed, since each tract has a separate

price and account, or about 20,000 accounts.

13. To ascertain the amount of interest due on each tract, as per your request, it will be necessary to examine each of the approximated 20,000 accounts and from them calculate the interest.

14. To ascertain whether the land was originally sold with or without mineral reservation, as per your request, the classification records, and notices to county clerks, must be examined as to each of the approximated 20,000 tracts.

15. To ascertain the resale price, as per your request, each of the approximately 20,000 tracts must be examined.

16. To ascertain the names and addresses of the purchaser of each tract, as per your request, the records of each sale will have to be examined.

17. To furnish you, as per your request, the date of remittances of the one cent per acre was received will require the examination of the ten volumes referred to above.

18. To have attempted to keep an accurate itemized account of all receipts and disbursements would have required the employment of a bookkeeper to accompany me or to have taken so much of my own time that the work would hardly have been completed yet.

19. As the work progressed and the deposit to my credit as a special fund in the Texas Bank & Trust Company amounted to a few thousand dollars it was placed upon interest-bearing time deposit in that bank and the Security Trust Company. As those time deposits were returned to a checking account the principal, together with all interest earned, would be redeposited.

20. There were approximately 6,905,000 acres reappraised. To cover the expense of reappraisement, the land owners paid one cent per acre, which amounted in the aggregate to approximately $69,052.00. Deducting from this amount the expense of reappraisement left about $21,000.00 to be returned pro rata to the land owners. That is to say, each land owner was entitled to about three mills per acre. At the conclusion of the reappraisement there was an amount of money on deposit in the special fund in the Texas Bank & Trust Company and the Security Trust Company of Austin, Texas, to pay each land owner the amount he was entitled to receive.

21. When revaluing the land, it was my earnest endeavor to put each tract upon such a value basis that its future probable production or earning capacity would be such that the owner would realize enough therefrom to pay the interest thereon to the State and support those dependent upon its earning power. My intimate knowledge of the earning power of the country through its seasons of prosperity and adversity for about a third of a century gave me some information on the subject. By placing the land upon that basis, it was believed there would be a more stable and continuous tenure of ownership and a steadier payment of interest to the school fund, which, in the aggregate over a period of years, would be greater and less expensive fo the State than the former annual forfeitures for non-payment of interest and resale and again forfeiture without interest payment. As a result of that purpose, the price of much of the land was reduced, some was raised and other tracts remained unchanged. As to the mineral rights, they were not affected by the forfeiture and resale under the terms of the law.

22. In September, 1928, I began to refund by check the sum due each person. That work was done personally at home at night. After devoting long night hours to that for some time, other duties drew me away, and in a few days the Supreme Court rendered its final decision in the University highest bidder leasing Act of 1925. Then, in obedience to the decision of that court, I felt the obligation upon me to proceed to place the University land on sale for oil and gas purposes. For lack of sufficient help in the Land Office to meet current demands resulting from the Governor's veto of seven clerks out of the legislative allowance for two years ago, I was under the necessity of performing the task personally. That labor being completed November 10th, I will assume your memories of subsequent events will concur in the conclusion that I have scarcely had any time to spare for the matter now under discussion. As soon as my time will permit the refunding of the remainder will be resumed.

23. After hundreds of checks had been written and many sent out, some were returned to me with the endorsement of the payee thereon. I have held them uncashed. Many were collected by the payees. Those returned are largely in small amounts though a few represent substantial sums. They range from a few cents to a few hundred dollars. Some are from persons outside of Texas and many are from persons unknown to me. There has been no secrecy about this matter. The circumstances were openly talked, publicly dis-

cussed and notoriously known and approved throughout the country and could have been known to all other persons who felt sufficient interest to make inquiry. Knowing many of the people and having confidence in their good faith and purpose, the checks were held rather than returned with an imputation of unworthy motives. Deeming the State to have no interest in the sums represented by the checks, financial or otherwise, I have used some of the funds against which they were drawn. There is now approximately $8,000.00 to the credit of this fund in the Texas Bank & Trust Company. When the last refund check shall have been issued and presented for payment there will be sufficient funds to meet the obligation. Thereafter, a complete statement will be compiled for my next biennial report, if the facilities for that purpose are available.

24. Now turning back to other features in your request, allow me to suggest that you employ some help to put them to the task of ascertaining the specific information you have called for. That will be necessary, because the Land Office has not now enough people to meet the current daily demands expeditiously. All records will be available to your representatives, and I will personally render them all the assistance necessary to an understanding of the records to the end that they may get accurate and perhaps valuable information.

25. In connection with the foregoing paragraph 24, and as I understand the scope of the Resolution under which you are operating, permit me to suggest that your Committee also have your assistants check up the results of the Reappraisement Act of 1913 that was operated by a board of three, and the result of the other revaluation Act of 1895. I was then an employe in the Land Office. The disclosures might be illuminating.

26. While your staff is working on the matters mentioned above in No. 24, I trust you will not cease your labors, but will at once take up in an open hearing those matters charged in the Governor's first message and other matters charged in Mr. Petsch's Simple Resolution. I assume that all persons interested therein, if any, can reach here in a day or two, but as for myself, I am ready at this moment and have been since the moment the charges were made. As the record had already been made in the Land Office, I had no preparation to make other than to assemble the papers. Yours very truly,

(Signed) J. T. ROBISON,
Commissioner.

The above communication is being offered by both sides with the restriction that neither is to be bound by any portion thereof, except such portions, if any, as either side may desire to offer.

Whereupon, Mrs. Mary Hopson, a witness for the proponents, being duly sworn, testified as follows:

On Direct Examination.

By Mr. Allen: I will ask you to kindly state your name to the Committee.

A. Mary Hopson.

Q. Where do you live, Mrs. Hopson?

A. Austin, Texas.

Q. What business are you engaged in, or what work do you do?

A. I am stenographer in the Land Office.

Q. I believe that you stated that you are a stenographer in the Land Commissioner's Office at this time?

A. Yes, sir.

Q. How long have you been engaged as a stenographer in the present Land Commissioner's Office, under the present Land Commissioner?

A. Since September, 1927.

Q. I will ask you to look at the bottom of that instrument and tell me who wrote that instrument and who took that dictation—you took that dictation and wrote that instrument?

Mr. Moses: We think she certainly has the right to read the letter without just looking at the bottom of the letter to see who took the dictation—

Mr. Allen: Is that your mark?

A. It is not my signature, but it is my mark.

Q. You put that mark on there—that is like the mark that all stenographers put on letters which they take and write?

A. It looks like my mark.

Q. You know that that is your mark?

A. I do not know that that is my mark.

Mr. Price: If that is a letter that was written by the Commissioner, it is not necessary to show who wrote the letter.

Mr. Moses: We have tried to make our position clear. It will not be necessary to prove up any instrument that is signed by J. T. Robison, if we are just afforded an opportunity to examine it—it will be admitted.

Mr. Allen: Is that Mr. Robison's

signature and letter, and did he dictate that particular letter?

Mr. Moses: I do not know.

Mr. Price: It is admitted that Mr. Robison signed that letter.

Mr. Allen: Then it is admitted that Mr. Robison dictated that letter and other letters like it, and signed it?

Mr. Moses: It is admitted that he signed that letter.

Mr. Price: We admitted that he dictated a form letter and that this one was copied from that form letter and signed by the Commissioner and afterwards sent out.

Mr. Allen: Did you copy that letter from a form letter that had been dictated by Mr. Robison?

A. I copied some letters. That looks like my mark on that letter there.

Q. Can not you tell that that is your mark on that letter?

Mr. Moses: We interpose this objection, it being wholly irrelevant and immaterial. It has been admitted that the Commissioner signed this letter. As to whether Mr. Robison signed this and other letters like that is wholly immaterial.

Judge Sinks: If the letter is admitted, that is all that is necessary for the admission.

Mr. Allen: I want to ask this witness how many of these letters were copied by her from that form letter?

A. About twenty-five or thirty.

Q. Is that the total number that you wrote yourself?

A. Yes, sir.

Q. And they were all copied from that form letter?

A. Every copy that I made.

Q. And I believe that you said that this is one of the copies that you made?

A. I do not know.

Q. I will get you the letter—

Mr. Moses: I understand that the letter speaks for itself. Since we have admitted its execution and its mailing.

Mr. Price: It has been made and executed by Mr. Robison, and mailed by Mr. Robison from his office.

Mr. Allen: Now, if I understand you correctly, you stated that you wrote about twenty-five or thirty of those letters from a form that had been dictated by Mr. Robison, and I am wanting to know if this is one of the twenty-five letters that you wrote?

A. I do not know whether that is one of the twenty-five or not.

Q. But you do admit that you wrote about twenty-five letters like that?

A. I do not know whether I wrote that particular letter or not.

Q. But that is the letter, in substance, of which you wrote about twenty-five copies?

A. Yes, sir.

Q. That was the form given you there in the Land Commissioner's office, of which you copied some twenty-five or thirty copies and mailed out. I will ask the Reading Clerk to kindly read that letter for me.

Whereupon, the Reading Clerk read the letter, which is as follows:

General Land Office,
State of Texas.
Austin, May 27, 1929.

Mr. John J. Tyler, City.

Dear Sir: The enclosed check is the amount due to be returned to you as your portion of the unused one cent per acre that you paid towards the expense of revaluing your forfeited school land a year ago. I began this refund last September, but there was so much of it and soon other matters arose that I have delayed its completion until now.

Lots of those to whom these checks have been sent have written their names on the backs of them and returned to me as a free-will token of their appreciation of the service I have rendered owners of land in defending their mineral right, etc., in litigation filed by the Attorney General some years ago, but just decided last October in favor of my contentions for the owners of the land.

Yours truly,
(Signed) J. T. ROBISON,
Commissioner.

JTR/mh
enc

Q. Now those letters were written and sent to several hundred persons in this State by you and other parties in the office?

A. I am not aware of that.

Q. You do not know how many?

A. I did not send any out myself—I only wrote them.

Q. Do you personally know how many hundreds of copies of that letter went out in this form from the Land Commissioner's Office—how many of those letters had been reproduced?

A. I do not.

Q. The letters that were sent out were sent to the landowners whose property was reappraised, no matter how large or how small the tract?

A. I do not know.

Whereupon, W. D. Hornaday, being duly sworn by the Speaker, testified as follows:

On Direct Examination.

By Mr. Allen: Kindly state your name to the committee.

A. W. D. Hornaday.

Q. Where do you live, Mr. Hornaday?

A. Austin, Texas.

Q. How long have you lived in Austin?

A. Thirty years.

Q. Do you own a small tract of land on which there was a reappraisement under the reappraisement laws of 1925, and 1926, under the one cent per acre clause?

A. I do.

Q. How many acres do you have?

A. One hundred and sixty—a quarter section.

Q. Then you only had about 160 acres?

A. Yes, sir.

Q. And under the provisions of the law you would only have had to pay $1.60?

A. Yes, sir.

Q. Under the three mill pro rata returned and distributed of the balance of the fund, did you receive a check for a few cents?

A. I did.

Q. With that check, did you receive a letter from the Land Commissioner, signed by him?

A. I did.

Q. Have you got that letter?

A. No, sir.

Q. I will ask you to look at this letter here, the one that was signed by the Land Commissioner, and state whether or not the letter received by you from the Land Commissioner was in either words or substance and effect the same as that?

A. I take it to be the same letter.

Q. And that letter which you received, signed by the Land Commissioner, you take to be the same as this which has just been shown to you?

A. Yes, sir.

Q. Do you know of any letters of that character that were sent out other than the one you received?

A. No, sir.

Q. You do not know how many letters were sent out?

A. No, sir.

Mr. Allen: That is all.

Mr. Freeman: We now offer in evidence excerpts from the testimony of the Commissioner given before the Legislative Investigating Committee. I presume the correct procedure would be to read the question, giving the opportunity for objection, and then read the answer.

Mr. Allen: Mr. Hornaday, after you received that letter with the check enclosed, what did you do with the check?

A. I kept it.

Q. You did not return it?

A. No, sir.

Mr. Brice: Mr. Speaker, we forgot one point. I would like to ask Mr. Hornaday the amount of that check. How much was the amount of that check, Mr. Hornaday?

A. I think it was 48 cents.

Mr. Freeman: Now, Mr. Speaker, I will read the question and will get Colonel Allen to read the answer. This is a question by Mr. Smith.

Q. Now, Mr. Robison, what was the date that you arrived at San Antonio?

A. Morning of August 31st, according to the best of my recollection, 1925.

Q. Mr. Robison, I hold in my hand a check drawn on the Texas Bank & Trust Company, dated August 31, 1925, which says pay to the order of cash One Thousand Dollars. Signed J. T. Robison, Special. Will you state to the committee according to the best of your recollection, the circumstances under which you drew that check?

A. Before getting to that, a little side light on this matter, I will make. When I was sixteen years old, those gas attacks began to come on me, and then had quit me for about twenty years, and I had not had an attack in a long time. When I was about twenty years old, I had to carry morphine in my pocket and I have taken enough morphine to kill me; when these attacks would come on me, I had just as soon be dead as alive. I was lying in Del Rio in a comatose state for two and a half days, and had gotten into San Antonio in the morning. Seven doctors consulted, and while I was in a comatose state, apparently, I could hear them in consultation. They asked me if I could walk to the operating table. I told them to wait a moment, and bring me a blank check. I had decided in my own mind from what they had said that I would have to be buried after that operation. Of this, in my own mind, I was satisfied from what they had said. I aroused from the state of coma sufficiently to write that check for that purpose, as I had, at that time, no personal funds and felt that as this malady came on me while I was in the work, that morally and legally, the fund could afford to pay me that amount. And I drew that check so my wife could have sufficient funds to bear the expense of the funeral following the operation.

Q. At that time, you had no money of your own?

A. Except my monthly salary.

Reading further from the transcript:

Q. Now, Mr. Robison, I hold in my hand a check dated October 5, 1925, drawn on the Texas Bank & Trust Company, which is drawn in favor of Dr. Geo. W. Cox, or order, for one hundred dollars, and signed J. T. Robison, Special.

A. Dr. Cox was the physician who operated on me in the Del Rio hospital and went with me to San Antonio.

Q. Now, I hold in my hand a check dated August 31, 1925, made payable to Dr. J. S. Wooten, drawn on the Texas Bank & Trust Company, for three hundred dollars, and signed J. T. Robison, Special?

A. Dr. Wooten was my home physician here and he was ordered to meet me at San Antonio. That was for his services.

Q. Now, Mr. Robison, Mr. Anthony testified here—

Mr. Robison (interrupting): There is another check of the same kind for Dr. Venable.

Q. Did you pay that out of the same funds?

A. Yes, sir.

Reading further from the transcript:

Q. Now, after you recovered somewhat from the effects of your illness, and had gotten out of the hospital, did you at any time subsequent to that time take your own money and deposit it in the J. T. Robison, Special account, in the Texas Bank & Trust Company?

A. I have.

Q. Do you recall the amounts?

A. I do not recall the amount of all of it, but there was one or two that I do recall. There were one or two instances where I put my salary in that account, and in one instance, I sold some sheep—that I had shipped some lambs that I had fed out last winter and taken them to Fort Worth and sold them, and brought the check back, according to my recollection, it was for $3218.00 and deposited that in that account.

Q. In that J. T. Robison, Special account?

A. Yes, sir.

Mr. Petsch: When was that?

A. It must have been about March a year ago.

Q. March, 1928?

A. Some time along about then—just as a matter of convenience to me.

Mr. Smith: Have you to your own knowledge placed money of your own back into the J. T. Robison Special account that will replace the money that you drew out at San Antonio as a result of your sickness and the expenses incurred while in the hospital at San Antonio?

A. No doubt in my mind that I have put sufficient money back to cover all of that, but I never had a thought as to the San Antonio hospital bills, because I feel that that was a legitimate charge against that account.

Reading further from the transcript:

Chairman Minor: In your question a moment ago, I assumed that Mr. Robison has lost some of his checks, and I would like to know while we are on the point, if that is the lack of supporting data referred to in the auditor's report?

Mr. Smith: I think my question was on the—I think my question was wrongly formed. Just ask the question that you have in mind.

Chairman Minor: The report of the auditor introduced here yesterday shows a number of thousand of dollars, the exact amount I do not now recall, for which there was no supporting data?

Mr. Petsch (interrupting): Thirty-two thousand dollars.

Mr. Robison: The matter was handled in this way, Judge Minor: Looking at it now through the back sights, we have better back sight than foresight, I would have kept an itemized account of the money however more the expense might have been, but at that time, it was my idea to get through with the work and have what left I could. The result was that I did not keep an itemized account, but whether I did or not, would make no difference, because I have expended it lawfully for the necessary purpose, and therefore it would have never occurred to me as being necessary to keep an itemized account. Lots of checks I did not deposit in the bank at all, and many of the cancelled checks I have not got on hand. As I stated before, I never keep cancelled checks. I usually look through them to see if I have signed them all. They accumulate on me and are in my way. If I pay a bill by check, it is paid.

Reading further from the transcript:

Mr. Smith: Now, Mr. Robison, the auditor's report that has been introduced here, shows some six thousand odd dollars in received checks that were endorsed and sent back to you by these landowners. It shows two thousand and some odd dollars that you issued

checks for last September which have never been presented for payment, and the fund in the bank has not been called on to pay them, making a total of over eight thousand as I now recall it. This fund, according to the testimony of other witnesses, was given to you, from not a few individuals, but from a large part of the citizens of West Texas, given to you as a public official. Now, what are you going to do with that money—do you know what you are going to do with it?

A. Sure.

Q. What are you going to do with that money which they have given you?

A. Use it as I would any other funds I have.

Reading further from the transcript:

Q. Mr. Robison, do you recall the date when the act of the regular session of the Legislature in 1925 went into effect?

A. It seems to me it was June some time, 1925.

Q. June, 1925?

A. I am not sure about the date—but possibly about the 19th.

Reading further from the transcript:

Mr. Smith: I think the questions by Mr. Smith:

Q. You testified yesterday, Mr. Robison, that you deposited $3218.00, I believe, of your own private funds in this J. T. Robison Special account?

A. I testified that I deposited that much in one check at one time.

Q. That was March 16, 1928?

A. About March, as I stated yesterday.

Q. This other deposit of March 6, 1928, $3218.86, that was the deposit that you testified about yesterday?

A. Yes, sir; one of them.

Q. Now, Mr. Robison, do you recall any other amounts that you deposited?

A. I told you yesterday that I put, I think, probably two years' receipts of wool in that—I don't know how much it was.

Q. Well, about how much was it—what is a reasonable estimate?

A. I expect it was five or six or seven hundred dollars; I don't know.

Q. Well, you are sure that it was not more than $800.00, are you?

A. I don't reckon it was.

Q. And not less than five hundred dollars?

A. I would say so.

Q. You noticed that the auditor's report showed there was $32,797.29 of this money for which there was no character of accounting?

A. I don't know as to the accuracy of that statement.

Q. Well, you are not in position to deny it at all?

A. No.

Q. Now, then, you also understand, do you not, that the auditor's conclusions were based on the bank deposits that were made?

A. I assume so.

Q. And you know that you had not told him—told the auditor—anything about having deposited into this fund of your own private funds, $3700.00, or any other amount at that time that he made this investigation?

A. I don't think I discussed it with him.

Q. Well, don't you know you did not?

A. Well, I say I don't think I discussed it with him. I talked to him something about the checks I was turning over to him, but just what was said I don't recall.

Q. Yes, sir. Now, if you did deposit this $3700.00 or better in this J. T. Robison Special account, then, as a matter of fact, your shortage, instead of being $32,797.29, your shortage would be increased by the amount of your private funds that you deposited—I mean the shortage of that fund?

A. I don't know whether there is any shortage there.

Q. Well, if there is a shortage here—

A. You mean the amount that it doesn't show to have been deposited?

Mr. Allen: The next is on page 807, which is G-9-20 in yours:

Q. Yes, sir. On October 23rd, Mr. Robison, 1926, you withdrew the sum of $15,000.00 from the Texas Bank & Trust Company—that is shown by that check there, isn't, by this notation (indicating on paper)—do you remember?

A. Did you find where it went?

Q. Well, I am just asking you whether you recollect that?

A. I don't remember the time.

Q. Well, as a matter of refreshing your memory, do you recollect that you withdrew $15,000.00 from the Texas Bank & Trust Company and deposited it in the Security Bank & Trust Company at one particular time?

A. I don't remember about taking it out at one particular time, but I do remember that I withdrew money from the Texas Bank & Trust Company and put it on deposit.

Q. At the Security Bank & Trust Company?

A. At the Security Bank & Trust Company.

Q. Yes, sir. Read the notation there on this photostatic copy, just read it—October 23, '26.

A. October 23, '26, $15,000.00.

Q. All right. Now, read this notation, please, sir (showing witness another paper).

A. Yes.

Q. From this photostatic copy, this deposit, there (indicating).

A. September 1st, '26, $15,650.00.

Q. Now, do you recollect whether or not that was the amount that you got back from the Security Bank & Trust Company after you took this $15,000.00 out of that bank, with the interest?

A. I don't remember.

Q. What rate of interest was that fund bearing in the Security Bank & Trust Company?

A. I don't remember.

Q. Well, wasn't it six per cent?

A. Oh, it was a little more than the Texas Bank & Trust Company.

Q. Wasn't it six per cent?

A. I don't remember.

Q. Well, will you deny it was six per cent?

A. No. I say I don't remember.

Q. Well, isn't it a fact that at the time you withdrew that $15,000.00 from the Security Bank & Trust Company, after it had been in that bank from October 23, 1926, until September 1, 1928, it amounted to $1670.00 interest?

A. I don't know.

Q. And that the total amount that was due from the Security Bank & Trust Company was the sum of $16,670.00?

A. I don't know.

Q. Do you know whether or not you took all of that money out of the Security Bank & Trust Company at that time, or only took out a part of the money?

A. I don't remember.

Q. Well, these records of the Texas Bank & Trust Company show that you took out $15,000.00 on the dates mentioned, and put back $15,650.00—that is shown by the records that you just looked at—that is correct, isn't it?

A. I don't. I suppose they are correct.

Q. Well—

A. Let me see these papers. I suppose they are correct. You understand, I don't recall the dates and amounts that were handled that way at all. I can't testify things that are—(referring to papers) I don't know what item you are getting at, but—

Q. Here it is, I will show it to you—this deposit of $15,650.00 (indicating)?

A. I don't know whether it is correct on this.

Q. Well, will you deny the correctness?

A. I will not, because I don't know. I have no information about it.

Q. Well, are you willing to admit that is a photostatic copy of your bank record down there, or not? If you don't, we will have to prove it up.

A. I am not denying that it is not, or that it is correct. I assume they have it correct, I don't know—we will have to go down and figure it up and see. Let me look it over.

Q. All right. Here is the amount (indicating)—that is the date of the check, October 23, 1926—they run chronologically there. I will turn them all over to you after a while, I will turn them all over to you tonight. Now, then, Mr. Robison, in the event that that money was earning six per cent there, and by the time it was withdrawn from the Security Bank & Trust Company it had earned $1670.00 interest, and the total amount on deposit there amounted to $16,670.00, and if you only deposited $15,560.00 back in the Texas Bank & Trust Company—then there was a loss of $1020.00 between those deposits?

A. What is the date of that?

Q. The date of the redeposit in the Texas Bank & Trust Company?

A. Yes, sir.

Q. September 1, 1928.

A. Mr. Walker made the deposit change for me.

Mr. Allen: The next is on page 817 of this transcript, which is G-9-30 in yours:

Mr. Petsch: Now, we offer in evidence check dated November 7, 1925, payable to the First National Bank at Lacy, $100.00.

Q. That was the first check you drew, wasn't it, out in the field after you got out of the hospital at San Antonio, when you went back to revalue the land?

A. I don't know that it was.

Q. Well, that was—it was drawn—

A. I left here October 26, 1925, and resumed the work in the field.

Q. Yes, sir. So that was probably the first check, wasn't it?

A. Well, I don't know. If it was, why, I took a good deal of money with me.

Q. You took a good deal of money with you. October 28 was when you left here?

A. I say, if that was the first check I drew after I resumed the field, I must

have carried a good deal of money with me.

Mr. Petsch: The next check we offer in evidence was dated November 10, 1925, $100.00, payable to the First National Bank at Pecos. The next check we offer is $100.00, dated November 18, 1925, on the Citizens National Bank at Odessa, $100.00. The next check we offer is dated November 25, 1925, on the First National Bank at Pecos, $200.00. The next check is drawn on the Kingsville Bank—

Q. That evidently put you back in Austin in the meantime, did it not?

A. I don't know whether it did or not.

Mr. Petsch: That check is for $150.00. The next check is dated December 15, 1925, $250.00, drawn on Marfa State Bank. The next check is dated December 18th, $100.00, on the First National Bank of Fort Stockton, December 18th. The next check is dated December 19th, $100.00, on the First National Bank of Fort Stockton. The next check is $100.00, dated December 22, 1925, on the First National Bank of Pecos. The next check that is offered is dated December 28, 1925, $300.00, First National Bank of Del Rio.

Q. Now, Mr. Robison, does that represent the money you needed in the field—the money these checks indicate here—you notice that these checks were drawn at the rate of one hundred dollars per day—is that what it was necessary for?

A. I would assume that I had no other use for the money than expenses while in the field.

Q. Did you ever draw any money out in the field and bring money home and deposit in banks in Austin or elsewhere other than the Texas Bank & Trust Company?

A. I do not know that I did.

Q. Did you draw money out in the field and bring it home and pay your bills with it?

A. I do not recall such things.

Q. Did you ever pay—do you recall ever paying a bill for five hundred dollars in cash to the Ross Hardware Company of Austin?

A. I do not know that I have.

Q. You are not in the habit of carrying about that much money in cash?

A. Not cash.

Q. As a matter of refreshing your memory, did you about the sixth day of December, 1925, you paid a bill in cash to the Ross Hardware Company for five hundred dollars?

A. I do not remember it.

Q. Will you deny it?

A. No.

Q. If you paid that amount of cash to Ross Hardware Company of Austin, state whether or not you drew it out of your bank account at the American National Bank, or did you take it out of your personal account at the Texas Bank & Trust Company?

A. I did not take it out of the Texas Bank & Trust Company funds.

Q. You are positive of that?

A. As far as I recall.

Q. You are not in the habit of carrying that much money around with you for the purpose of paying your bills?

A. Not unless I make a trade or deal and go to settle the account with it.

Mr. Allen: The next is on page 823, which is 10-m-4 on yours:

Q. You remember you borrowed five hundred dollars from R. L. Batts for campaign expenses?

A. Yes, sir.

Q. You gave Mr. Batts a check for five hundred dollars on that fund?

A. Yes, sir. I also recall that there was five hundred dollars deposited for that purpose.

Q. You mean to say you paid your campaign expenses out of that fund—you said you borrowed five hundred dollars from Judge Batts and you deposited five hundred dollars to take care of the check you gave Mr. Batts. Why did you do that—why did you go to the trouble of making a special deposit of five hundred dollars to cover that particular check?

A. A party gave me in October or November this check—whenever it was, a five hundred dollar check, and told me to apply it on my campaign expenses.

Q. Who was that party?

A. Ira G. Yates.

Q. Did you report that on your campaign expenses?

A. That was after the campaign was over.

Q. How did you know that it was for campaign expenses?

A. That is what he told me.

Q. Just when did you receive that five hundred dollar check from Mr. Yates?

A. I think it was either in September or October.

Q. How did that come about?

A. He was talking to me about the matter and asked me if I had covered my campaign expenses?

A. I told him that I still owed five hundred dollars.

Q. If the campaign was over, then that was another gift?

A. I told him furthermore that I

paid one hundred and nine dollars for printing one of the briefs in these lawsuits, and he gave me that money.

Q. That was the lawsuit in which Mr. Yates was interested?

A. I am not sure whether it was for that particular case or some other.

Q. Don't you know?

A. I do not know which one of the briefs it was—I have forgotten.

Q. Mr. Yates paid you for that in addition to the five hundred dollars that he paid you to take up the note of five hundred dollars that you borrowed from Mr. Batts?

A. I said that he paid for that brief.

Q. Now, in addition to these other gifts that you had listed, you received six hundred and nine dollars from Mr. Yates?

A. In that way.

Q. Do you recall that you received any other gift from anyone else after the campaign was over?

A. I do not.

Mr. Petsch: We will now offer in evidence check dated June 15, 1926, for two hundred dollars, payable to the First National Bank of Amarillo, signed J. T. Robison, Special.

We will next offer in evidence check dated June 23, 1926, for three hundred dollars, payable to the order of the First National Bank of Plainview, signed J. T. Robison, Special.

Mr. Petsch: Mr. Robison, do you recall when you drew those two checks?

A. I do not recall when I drew them.

Q. That was at the time you were up in that country making the inspection?

A. Yes, sir; I was on the work.

Q. You were by yourself at the time?

A. I do not recall.

Q. Your contention is that you used that in the administration of the work?

A. Yes, sir.

Q. Mr. Robison, do you recall the time when you had an overdraft, or had overdrawn your bank account here at Austin?

A. I do not know.

Q. Please examine that check, with the notation on the back—that is a check for two hundred and fifty dollars—what is the date of that check?

A. July 26.

Q. Just read the notation on the back of that check—is there a notation on the back of that check—insufficient funds?

A. Yes, sir.

Q. That probably recalls the fact that you did have your account overdrawn there, this trust account?

A. I do not remember. I know that at that time there were other funds on deposit.

Q. Mr. Robison, I am showing you a check dated July 21, 1926, payable to self. That is endorsed by you?

A. Yes, sir.

Q. Do you remember the circumstances of you cashing that check?

A. Nothing whatever.

Q. You do not know what you spent that for?

A. I do not.

Q. Here is a check dated July 28, seven days afterwards, payable to the First National Bank of Del Rio, for two hundred dollars; you used all that money—all that money was used in the work?

A. I suppose so.

Q. From July 21 to July 28, you had spent all of that?

A. Very often when I was in here, I would have to get new tires and change all around.

Q. You mean to state that you used that money to buy new tires?

A. I do not know.

Q. Do you know whether you paid for tires with checks?

A. I may have bought some by check; getting my car fixed up.

Q. Now here is a check dated August 18, 1926, for four hundred dollars—did you sign that check?

A. Yes, sir.

Q. That is your signature?

A. Yes, sir.

Q. That is your endorsement?

A. Yes, sir.

Q. That was dated August 18, check dated at Uvalde, payable to the Commercial National Bank at Uvalde, for one hundred dollars, that is also your signature?

A. Yes, sir.

Q. That is public you used in the administration of this act?

A. I assume so.

Q. Mr. Robison, please examine this check, dated September 4, 1926, for two hundred dollars,—that you cashed in Austin?

A. I think so.

Q. Here is another one dated September 9, five days afterwards, for one hundred dollars, drawn to the order of the First National Bank of Fort Stockton; another dated September 10, for two hundred dollars, one day later, drawn in favor of the Central National Bank at San Angelo; another dated September 21, for three hundred dollars, and another for three hundred dollars cashed in Austin—that indicated

about what you were spending in money on this work?

A. I spent a great deal of money on the work.

Q. Now, do these checks give you any idea at the present time about what your average daily or weekly or monthly expense out on the road was?

A. None at all.

Q. Did you buy a special car to do this work?

A. I started out with a Ford first, and then when I started out again, after my operation, and got out to traveling, I had to turn it in and get a larger size car. It just about killed me.

Q. Mr. Robison, please examine those checks—keeping them in the same order they are—you have examined them?

A. Yes, sir.

Q. Those checks are all drawn in favor of the Barker Motor Company at Austin?

A. Not all of them.

Q. That is right—they were all drawn for the expense for automobiles, supplies, and accessories and in the way of tires?

A. You might identify them as to the purpose from the time I left home. The one for eight hundred and twenty-seven dollars, dated June 23, 1925, was evidently for the first car that I bought. Then one for July 23rd, for the same company for forty-five dollars and eighty-seven cents, I assume that was for equipment, or something, I do not know what, and this one (indicating) was four days before I started back on the work.

Q. They are all for tires?

A. Getting ready to start out on the work.

Q. Those checks were in the amounts of $294.00, $45.85 and $827.00?

A. Yes, sir.

Q. That constituted the tire and automobile expense at the Barker Motor Company?

A. When I was getting ready to start out. I bought the car before I started out, because it was necessary to get it ready for the road.

Q. This was a Buick?

A. No, sir, that was a Ford sedan.

Q. Did you take that Ford and go out with it on the work?

A. Yes, sir.

Q. That was the car that you used to do the work in?

A. Yes, sir, and that was the car that caused me this trouble. This caused the attack to come on me; the constant jolting of the Ford out in that rough country resulted in the abscess on the pancreas.

Q. On October 14, 1925, you cashed a check for one thousand dollars—what did you do with that money?

A. That possibly was at the time I was—I do not know.

Q. You certainly did not have expenses in that amount?

A. That check was drawn, I do not know just for what purpose, but it was at the time I was convalescent at home.

Q. You certainly did not have expenses in the amount of one thousand dollars?

A. I do not know just what that was used for.

Q. Did not you use it for the purpose of paying your own private debts?

A. I do not—

Q. (interrupting). You do not deny it?

A. Well, I will say that I had no intention to use that money that way.

Q. Now, Mr. Robison, here is a check dated June 25, for $501.33.

A. That is not drawn on that special account.

Q. What account was it drawn on?

A. It does not say "special" account.

Q. On what bank is that check drawn?

A. That is on the Texas Bank & Trust Company—if it was out of that fund I omitted to sign it "special."

Q. You notice that it was for—just a moment, please—here is a check for $501.33—what was that used for?

A. That was evidently when I was preparing to leave town—that was during the time that the car was being equipped and everything gotten together.

Q. It was about June 23, 1925, that you bought this Ford sedan?

A. There was considerable equipment to be arranged for.

Q. This $501.33 check, did you use that for buying tires or what kind of bills were paid with that?

A. I do not know.

Q. You do not know whether it was for your own private bills or whether it was to pay expenses on the work. You knew at that time that this was a public trust fund, and that certainly did not belong to you, and it certainly was not your private funds?

A. The State had a contingent interest in the balance that was left after paying the expenses of the reappraisement.

Q. It certainly was not your money?
A. No, sir.
Q. For the purpose of using it to pay your own debts?
A. No, sir.
Q. Now, your attorney introduced in evidence yesterday a thousand dollar check payable to cash?
A. Yes, sir.
Q. According to your testimony, you delivered that to your wife?
A. Yes, sir.
Q. Now look on the back of that check and read the endorsement.
A. J. M. Robison, M. D.
Q. Who is J. M. Robison?
A. My son, a doctor in Houston.
Q. Is it not a fact that that has never been returned to this fund?
A. I have not tried to put that back, because I believed then, as I believe now, that that was a legitimate expense to be paid out of that fund.
Q. But is it not a fact that you wanted to give that check to your wife so that she would have money to pay your funeral expenses with?
A. To pay my burial expenses.
Q. And now you say that it was a legitimate expense?
A. I so testified yesterday; I thought so at the time and still think so.
Q. You do?
A. Yes, sir.

O. D. Whitwell, a witness in behalf of the proponent, having been duly sworn by the Chief Clerk of the House of Representatives, testified as follows:

(By Mr. Freeman):

Q. State your name.
A. O. D. Whitwell.
Q. Where do you live?
A. Dallas, Texas.
Q. What is your occupation?
A. I am an accountant and auditor, on the staff of the firm of Ernst & Ernst, certified public accountants.
Q. How long have you been engaged in accounting and auditing?
A. I have been engaged with this firm since the first of last December.
Q. My question relates to your experience in that work, the length of time it has covered.
A. I have had about seven and a half years' experience in accounting and auditing, both public and private.
Q. From your knowledge of accounting and the practice of accounting, are you able to make an audit reflecting the correct results of a set of books, such, for instance, as a particular fund in the office of the Commissioner of the General Land Office?
A. I think I am.
Q. Are you a graduate of any school or schools which teach courses in accounting?
A. I am.
Q. I would thank you to state them to the committee?
A. I am a graduate of a high school commercial course, which covers bookkeeping and accounting. I am a graduate of the La Salle University, of Chicago, in accounting, and have completed a two years' course from the Alexander Hamilton Institute, of New York, which covers the entire field of business, including accounting and auditing; and I have studied a great number of the leading texts on accounting and auditing subjects.
Q. Did you at any time audit any account or accounts in the office of the Commissioner of the General Land Office of Texas?
A. I did.
Q. When, and at whose instance?
A. Our firm was employed by the special investigating committee of the Legislature to make this audit for investigation of the Land Office, about February 6, 1929.
Q. From whom and where did you obtain the books and documents with which you made the audit, or from which you made the audit?
A. We obtained them in the General Land Office.
Q. From whom?
A. From the Land Commissioner.
Q. Did you ascertain by any statement or statements made by him that they were official records of that office?
A. He stated that they were records regarding the reappraisement of these lands and the fund for the reappraisal expenses.
Q. In whose custody did you find these books and records?
A. They were not in the custody of any particular person. They were in the Land Office, along with other records of the office.
Q. In other words, you obtained them from the office of the Commissioner of the General Land Office, with the explanation that they were records of the office pertaining to that matter?
A I did.
Q. Do you recall the number of volumes that were necessary to use in making this audit?
A. Well, these particular 1925 appraisements and revaluation schedules covered about ten volumes.
Q. Large or medium size volumes?
A. Well, they varied. I would say average medium size.

Q. The Commissioner in a statement read before the committee estimated that it involved the count, I think, of 1600 people. Do you remember whether that is substantially correct or not?

A. I couldn't say as to the number of individuals.

Q. Would you say that these records of this audit which it was necessary to use, and which you did use in making this audit, were voluminous?

A. They are very voluminous.

Q. Is it of such a nature that the facts reflected can be ascertained in a proceeding such as this by an examination of the books in court or before the committee?

A. I don't know that I understand your question.

Q. To make my question more specific, I will approach it from another angle. How long did it take you to make that audit?

A. We were in the General Land Office from the eighth day of February to about the sixth or eighth day of March, approximately thirty days, with five of us on the work.

Q. Now the question is, would it be possible or practicable to bring those volumes of those records before the committee and let the committee or the attorneys alone throughout this hearing ascertain the results or evidence displayed by the books?

A. That would be impossible.

Q. I hand you a volume. I wish you would explain to the committee what it is. I now direct your attention to the first page.

A. Well, this is an exhibit of the receipts and disbursements of the one cent per acre reappraisal fund obtained from the records of the General Land Office.

Q. Is the statement shown by that page a correct result of the work of auditing those books and accounts and fund you have been asked about?

A. It is.

Mr. Freeman: We offer page 1 of this audit, the page identified by the witness. It is numbered 6 at the bottom. I offer in evidence page 6 of the Auditor's Report.

Mr. Allen: The witness just testified that it was a correct audit of the account.

Mr. Price: Let's see. Before that is introduced, I would like to ask a few preliminary questions as to whether the witness made it himself.

Mr. Freeman: I think that is permissible. There will be no objection to it.

(By Mr. Price):

Q. Mr. Whitwell, on this page 6, who did this writing, who put those words and figures down on this page?

A. That is a typewritten copy of our original working paper, prepared in our office at San Antonio.

Q. Well, my question is what person wrote these words and figures on page 6?

A. The stenographer in our San Antonio office.

Q. Were you present when she made them?

A. No, I can't say that I was.

Q. Well, do you know where she got those words and figures?

A. I do.

Q. Were you there when she got them?

A. No, I was not.

Q. Your idea is that she followed your work sheet?

A. That is my idea, yes.

Q. Now who prepared the work sheets?

A. I did.

Q. No one else?

A. Not on that, no.

Q. Well, did anyone else help you in making that audit?

A. Yes, there were four other men on the audit besides myself.

Q. On the audit, the report of which is covered by this volume?

A. That small volume I believe only covers one certain fund.

Q. Well, did you do all the work of auditing with reference to that one cent per acre fund?

A. No, I did not.

Q. Then personally you don't know about the accuracy, that is, to your own personal knowledge, of all that is stated in this report on the one cent per acre fund, do you?

A. Not having done all the work personally, I couldn't say, no.

Q. You cannot state here on your oath that this reflects correctly the words and figures contained in the original sources, namely, the ten volumes; is that true, of your own knowledge?

A. Well, of my own personal knowledge, I will have to say no.

Q. For this reason, that there were several others working with you, who are not present?

A. That is it, exactly.

Q. Now, page 6, what is it intended or designed to show or to indicate?

A. That is made to show sources from which money was received, the amount that was received and placed

to the credit of this fund and the disposition made of those moneys.

Q. Now this page 6, what it indicates is merely what would be the figures and words found over there in the original sources from which you gleaned this information?

A. That is correct.

Q. In other words, this does not show the facts, that is, as to the actual facts of receipt and disbursement, but only shows, or is designed to show a summary or synopsis of records you and your assistants found or worked with?

A. That is correct.

Q. That is all you can say here now that this does show, is a summary of mere records?

A. That is right.

(By Mr. Freeman):

Q. Under whose direction was this audit made?

A. I was in charge of the work.

Q. Is there a usual and customary method of making audits by more than one auditor, under the direction of one of them, so that the one in charge may be able to know the accuracy of the audit?

A. There is.

Q. That is a practice that is known to and followed by auditors and accountants?

A. It is.

Q. Was that method which you have explained, by which the auditor in charge of the work may know the accuracy of results where the audit is made under the direction of himself, assisted by others, pursued in making this audit?

A. It was.

Q. Does this page, to your knowledge then, as an auditor in charge of the work, reflect the truth of the matters stated?

A. It does.

Mr. Smith: The witness answered that he didn't know of his own personal knowledge.

Q. Taking into consideration all the facts known to you about the making of this audit and the results shown on this page, can you state that this page is correct and reflects correct results?

A. I can.

Mr. Freeman: We offer the page. There is an objection pending.

Judge Sinks: What is the objection?

Mr. Price: We are not objecting to the introduction of that instrument. We wanted only to explain that it was not his personal knowledge.

Mr. Freeman: I misunderstood. I read now, gentlemen, page 6 of a special examination—one cent expense fund, State of Texas—General Land Office—Austin, Texas, February 6, 1929:

RECEIPTS AND DISPOSITION.

State of Texas—General Land Office—Austin, Texas, February 6, 1929.

Receipts.

6,868,291.83 acres reappraised at $.01	$ 68,682.92	
Per exhibit of "Refund of Overpayments"	1,061.49	
Received from interest on time deposits:		
Security Trust Company, $15,000.00 at 6% for 22 months, 8 days, 10-22-26 to 9-1-28	1,670.00	
Texas Bank & Trust Company $5,000.00 at 4%, 7-23-25 to 7-13-26	195.47	
$15,000.00 at 4%, 10-15-25 to 10-22-26	600.00	
$5,000.00 at 4%, 11-28-25 to 12-6-26	200.00	
$5,000.00 at 4%, 12-6-26 to 12-2-27	200.00	
$5,000.00 at 4%, 12-2-27 to 1-21-28	29.45	
Total receipts to account for		$ 72,639.33

Disposition.

Total bank deposits—Per bank statements examined	$100,393.67	
Less: Transfers between banks	40,000.00	
		60,393.67
		$ 12,245.66

DISPOSITION OF RECORDED DEPOSITS.

Total receipts deposited—shown above	$ 60,393.67	
Less: Cash on deposit—per bank statement	8,074.11	
Total disbursements from bank account		$ 52,319.56
Cancelled checks furnished us by Mr. Robison—Per exhibit	$ 28,071.59	
Refund of overpayments	1,061.49	
Refunded cancelled checks	2,860.97	
Total cancelled checks to support payments		31,994.05
Checks written—Unaccounted for		$20,325.51

TOTAL UNACCOUNTED FOR.

Receipts not deposited	$12,245.66
Disbursements without supporting data	20,325.51
	$ 32,571.17

Mr. Freeman: Counsel may cross-examine.

Cross-Examination.

(By Senator Price):

Q. Mr. Whitwell, where did you work as an accountant before your employment with Ernst & Ernst?

A. You mean immediately preceding my employment with them?

Q. Yes, sir.

A. The last place I worked, the year immediately preceding my employment with them, was attending law school at Cumberland University.

Q. Where did you work prior to that time?

A. Prior to that time, I was engaged in the automobile business in Oklahoma.

Q. And prior to that time, where did you work?

A. I was engaged in the practice of accounting in the city of Ponca City, Oklahoma.

Q. Were you born in Oklahoma?

A. I was born in Missouri.

Q. Mr. Whitwell, did any citizens of West Texas who put up this reappraisement fund employ you or ask you to make this audit?

A. They did not.

Q. Well, who asked you to make it?

A. I was instructed to make the audit by the office manager of our San Antonio business, who was employed and made a contract with the members of the Legislative Committee appointed to investigate the Land Office.

Q. What are the names of the men who worked with you, Mr. Whitwell, in making it?

A. There was Mr. Tribuco, Mr. Dooley, Mr. Roselle, Mr. Greenwood.

Q. Where are they now?

A. I do not know.

Q. Now, you have stated here on page 6 of your report that the funds received by the Commissioner above the amount received from the land owners, plus interest on time deposits, amounted to $72,639.33. Is that correct?

A. Yes, sir.

Q. Now, then, you have an item here of "Receipts not deposited, $12,245.66." Now, do you mean to state by that, or do your associates mean to state, that that money was not in fact spent on legitimate expenses of this reappraisement, or does that have any such meaning as that, Mr. Whitwell?

A. It has no such meaning as that at all. It just simply means that that much of the moneys received was not deposited in this special account.

Q. And so far as you and your associates, and Ernst & Ernst, are concerned, the $12,245.66 could have been collected directly from the bank upon presentation of checks and expended for legitimate appraisal expenses, couldn't it?

Judge Freeman: We object to that question, because it calls for the conclusion and opinion of the witness as to what legitimate expenses are.

Senator Price: If the Court please, I am just a little surprised at that suggestion. It is always well known that an auditor is a professional man, who goes in and epitomizes or summarizes or makes a synopsis merely of the figures before his eyes, and from that no impression should go forth that there was an actual shortage or something wrong. I want to make that clear in this case, that his conclusions be lim-

ited to the material that he had in his hands, and that it is not a statement as showing shortage or wrong-doing. We submit that on cross-examination that that is a legitimate and customary inquiry, field of inquiry, and proper in a proceeding of this kind.

Judge Freeman: For the general purpose stated by counsel, no objection was made. He asked this witness to draw a conclusion about the legality or illegality, or correct or incorrect, disposition of the funds. That we object to as a conclusion of the witness, conclusion of law, and a conclusion which the House itself only can pass upon.

Judge Sinks: The way you propose to ask the question, I think it is probably objectionable.

Senator Price: Well, I will leave off the word "legitimate."

Judge Sinks: Yes, sir; his objection is to the way you finally put it.

Q. To state it in another way, Mr. Whitwell, from this page 6, as I understand it, you merely mean to say that the records didn't show that $12,245.66 of this amount had been deposited in a bank?

A. That is correct.

Q. And that is the full extent of your statement?

A. Yes, sir; the full extent of my knowledge.

Q. The full extent of your knowledge? As to whether that money was collected and spent by the Commissioner for expenses in appraisal, you know nothing?

A. I do not.

Q. Yes. Now, then, you state here, under the heading "Disposition of recorded deposits. Total disbursements from bank account," that there were "Canceled checks furnished us by Mr. Robison—per exhibit, $28,071.59." That is correct, isn't it?

A. It is.

Q. Look at the book, so you will see—$28,071.59.

A. (Looking at book.) That is right.

Q. Now, at the time that you and your associates went over there and looked for those checks, how much time had elapsed since the writing of the first of those checks on this fund?

A. Well, apparently, as I remember the bank's statement, the first checks were written in 1925, some time. This was 1929—possibly three and a half or four years.

Q. Had elapsed?

A. Yes, sir.

Q. Did you or your associates meet with any difficulty; or did the Land Commissioner co-operate with you and hand you over whatever records there were or checks, that were in his office?

A. He gave us all the co-operation we could ask for, and gave us all records which he had in his possession.

Q. Was there any tendency on his part or on the part of any clerk or employe of the Land Commissioner's office to hide or secrete any record pertaining to this fund, that you could detect?

A. As far as I could see, there was not.

Q. Now, you have an item here, "Total canceled checks to support payments." You mean to say by that that that amount of canceled checks you and your associates got possession over there in the Land Commissioner's office?

A. Yes, sir.

Q. You do not mean to say, as I understand, that there were not checks—that is, other checks, which were issued which were not available, nor does this report mean such a thing?

A. That this statement means that that amount is the total amount of all the canceled checks turned over to us by the Commissioner when he gave us his bank statements and canceled checks on this fund account.

Q. Yes, sir. Do you recall, Mr. Whitwell, that you were a witness before the Investigating Committee appointed by this House to investigate the Land Commissioner's office?

A. I was.

Q. Do you recall this question being asked you by Mr. Smith—Mr. E. F. Smith, who, at that time, and who, at this time, represents the respondent, Mr. Robison—I will read it to you:

"Question by Mr. Smith: Pardon me, I am not very good at mathematics—you are an expert, and I am very much of an amateur. But if this $6783.70 is never presented, and the $2098.14 is never presented for payment, would the balance still due be $465.06, or would the amount be short $34,343.67, the figure we reached a moment ago?"

Your answer to that was this:

"A. Without calculating, I think the account would show a small balance, if those two items are never presented for payment."

"Q. That is the point I was trying to get clear."

Now, refreshing your memory, now, I will ask you to explain to the House what you meant by that statement, if you will put it in common terms, good, ordinary terms, so they can understand it?

A. As I recall that question of Mr. Smith, he was referring to some two thousand and some odd dollars in refund checks which had been mailed out by the Commissioner and which were still out, or had not been presented to the banks for payment, or had not been returned to him. In addition to that amount, he referred us to sixty-seven hundred and some odd dollars of refund checks which had been mailed out to land owners, endorsed by them, returned to him, and were in his possession in his office. His question is, that if those two items of checks total something in the neighborhood of $8700.00, I believe, were never presented to the bank for payment, would there be a balance in the bank then. As I recall, the bank account showed a balance at the date of our audit of slightly more than $8000.00. Naturally, as a matter of calculation, the amount of checks mentioned, if they were never presented, would be a small balance in the bank at that moment.

Q. Now, Mr. Whitwell, just this one question, in order to make it plain to these members here: That, although you and your associates have gone over there and looked over these records, and you have shown here, not necessarily a shortage, but an absence of records, isn't it true, that so far as you know now, from your investigation, you cannot say here to this body of men, as an auditor, that any of these funds were misappropriated or misapplied by the Land Commissioner?

Judge Freeman: Well, just a minute, if Your Honor please. We object to that as calling for the conclusion and opinion of the witness.

Senator Price: He is an expert.

Judge Freeman: Second, it calls for an opinion of law, it is the specific question the House must pass on, and is an improper question.

Mr. Allen: To elaborate just a little further on that, if the Chair please—we placed the auditor on, and through our examination and through that of opposing counsel he has testified to the conditions that he found relative to this one cent per acre fund in the Land Commissioner's office. Now, the result of his audit and investigation shows a shortage, as far as these records show that were submitted to him, on account of moneys—or moneys unaccounted for, some thirty-two thousand some odd dollars. Now, counsel is asking him whether he knows if that money was misappropriated or what became of it. That is the very question that this committee is going to pass on; and of course, the auditor couldn't know anything about that, he doesn't know anything about it, but it is asking him relative to a direct issue that has to be decided and determined by this committee. And we object to that.

Senator Price: If the Court please—

Mr. Allen: We have introduced a good deal of other proof, we spent a whole day showing what went with these moneys, and in that proof we have offered, and part of the testimony that we introduced came from the defendant relative to his disposition of this fund; and I believe that, with this audit, it becomes the duty of this committee to determine whether or not there was a misappropriation and misuse of these funds, and he ought not to undertake to have the auditor—who, of course, knows nothing about that—to testify as to the very issue or the determination of the issue that the Committee themselves have to determine.

Senator Price: If the Court please, just this statement and I have finished: Here is an expert in his field, from the firm of Ernst & Ernst, an employe of the Investigating Committee. I can see that it is as pertinent and as admissible for an expert in the field of accountancy to testify not only to a conclusion of facts and to a conclusion as it is for a doctor on the stand in any case. But this is a witness of proponents; if they are afraid of the answer he is going to make, and object to it, we withdraw it.

Mr. Allen: Well, if it is withdrawn, that is all right.

Senator Price: Yes, we withdraw it. We don't want to hear it. He is your witness.

Q. Thank you, Mr. Whitwell.

Re-direct Examination.

(By Judge Freeman):

Q. Did the Commissioner or his office here, for the purpose of your audit, or for any other purpose, exhibit to you an account of the one per cent per acre fund?

A. No, they did not. The Commissioner specifically stated to me that he had no records of that fund.

Q. Could you ascertain from any books furnished you upon your request, or from the Commissioner, the items of the account of receipts and disbursements of this one per cent per acre fund?

A. There were no receipts whatever available, particularly of receipts and disbursements of this money. My information as to receipts—the amounts

of money received—was picked up from other sources that did not have any direct connection with the records of the fund, and we specifically stated in our report that we were unable to give an accurate accounting of the disbursements of that fund, because there were no available records.

Q. That is all.

Recross Examination.

(By Senator Price):

Q. Now, Mr. Whitwell, you made the statement that there were no books at all showing the receipts or disbursements—to be more accurate, you stated there were scarcely any records at all. Now, think about that—is that true, or is that accurate, I mean?

A. Naturally, if there were no records of any kind on any phase of that work, we would not have been able to make an audit, as there must be some kind of place or record from which to get our information.

Q. Yes?

A. Now, the books, referred to as having been examined, were the revaluation books, pertaining to the Commissioner's action in reappraising these lands. They had no connection with the receipts and disbursements of expenses as received for that purpose.

Q. Now, this question: Do you know, Mr. Whitwell, as an auditor, that there are volumes over there which contain a list of every tract of land which was reappraised, or on which an application for reappraisement was pending, and that there are in that office these records which show in each tract the amount of money collected from the land owner to pay for the expense of reappraisement or one cent per acre?

A. Those are the very books about which I am speaking. They are there, yes.

Q. Well, how did you arrive at this $68,000.00?

A. By making a schedule of the total number of acres acted upon and multiplying that by one cent per acre.

Q. Well, wasn't the number of acres down there in the books?

A. It was.

Q. And wasn't the rate of one cent well known?

A. It was.

Q. All right. Then you deduced, or you gathered from that information on the books, what the total receipts were, didn't you?

A. That is correct.

Q. I believe that is all. (After a moment.) Now, Mr. Whitwell, I want to ask you if it is not true that there were in the office of the Land Commissioner at the time you made this audit all the applications for reappraisement on the several tracts of land affected by that Act, and isn't it true that on each one of these applications the Land Commissioner, or some of his clerks, has in pencil, or in pen and ink, noted the exact amount of money sent in by the land owner?

A. I will state that the volumes containing the revaluation of this land do contain a great many applications for reappraisement, with a report, some of them, showing the amount of money received from those particular land owners, and the date it was received in the Land Office. In a good many other cases there were no such schedules attached to the record.

Q. But there were applications bearing that notation—that is, records in that office?

A. In those cases where the application and amounts of money received were not in the books, the sheets were marked in pen or pencil with the notation "Paid," but the amount or date of the receipt of the money was not stated.

Q. Well, if it were marked paid on that record by the Land Commissioner, the number of acres being known and of record, and the rate of appraisal expense being known, it would be merely a matter of arithmetic to ascertain the amount that had been paid in, wouldn't it?

A. That is exactly the way we ascertained it.

Q. Yes, and that was from the records?

A. Yes, sir.

Q. To be specific, a man owns 640 acres—a section; he writes in an application for reappraisement, and the reappraisement fee is marked "Paid," wouldn't you know exactly what that meant?

A. I would.

Q. How much would it mean?

A. It would be $6.40.

Q. Yes, sir.

A. And I will state this, in deference to the Land Office, that a number of these applications for reappraisement, that the moneys received were not attached to those applications; we were informed that they were strewn among the files in the office, and could not be located without considerable difficulty; and we so stated that in our report.

Q. Thank you very much.

Re-direct Examination.

By Mr. Freeman:

Q. You have been interrogated about some memoranda over there showing receipts. Did you find any books of account showing the disbursement of the one cent per acre fund?

A. There were none that I could find.

Q. There was an amount of over $72,000.00 shown to be collected—sixty-eight or seventy-two thousand, with absolutely no record of what became of it?

A. That is correct, with the exception of the cancelled checks that were turned over to us.

Q. And that has been explained in your report?

A. Yes, sir.

Q. A member of the House suggests that there has been some discussion about a $17,000.00 collection on the re-appraisement. That was the act prior to the Act of 1925. The Act of 1913 had nothing to do with the 1925 Re-appraisement Act, did it?

A. So far as I remember, there was no collection for any amount such as that.

Q. There was a $17,000.00 item shown in some of your reports for collections on appraisement, was there not?

A. I don't recall any item of that amount having been paid in on that fund.

Q. One thing I desire to get clear is that no $17,000.00 item of collections related to the reappraisement acts of 1925 and 1926?

A. I would say no.

Q. Did you audit the account for re-appraisement under the 1913 act?

A. We audited only the land acted upon, prepared a schedule of the old price and the reappraisement price and certain other details. We did not audit the expense fund under the 1913 act.

Q. To make the question suggested by the gentleman perfectly clear, there is no $17,000.00 item that in any way relates to or has anything to do with this tabulation on page 6. (Indicating auditor's report book.)

A. There is not.

Q. That is all. Thank you.

(Witness excused.)

The Speaker: Does counsel know whether or not they will need this witness any more?

Mr. Allen: We are willing to let him return, with the understanding that if either side wants him, we will have him return on call. I don't think we will need him, and we are perfectly willing to excuse him on that understanding.

Mr. Allen: Mr. Chairman and Ladies and Gentlemen of the Committee: That concludes the testimony that will be offered on behalf of the proponents for the House, relating to the management, administration—relating to the one per cent per acre fund matter. And we will now enter into our second proposition, and introduce testimony with regard to our second subject matter, which is the alleged acceptance of the Land Commissioner of gifts and gratuities in the nature of lands and moneys, etc.

Now, I want to be sure, in order that the members will follow this matter in due order, that you understand that we are through with our testimony on the one cent per acre subject matter, and that we are now preparing to enter into the subject of gifts and gratuities received.

Senator, turn, please, sir, to page 781 in my volume—it is 7-m-15 in yours.

(Judge Freeman thereupon read the following from the testimony of Mr. Robison in the stenographic report of the proceedings of the Investigating Committee):

"Question by Mr. Smith: Now, Mr. Robison, the auditors' report that has been introduced here shows some six thousand odd dollars—

Senator Price: Judge, pardon me, but you have already introduced that part of it marked here.

Mr. Allen: Well, my dear friend, you must be mistaken, and let me tell you why, let me look back—

Senator Price: I know I am not mistaken. I have that part out and have it marked.

Mr. Allen: I see we introduced that on the other subject, too, because it bears on both. Now, we draw the attention of the Committee, without re-reading it, then, to that testimony in connection with the subject of gifts and gratuities; and it is short, and we would ask leave to read that now and offer it in connection with this subject.

The Speaker: All right.

Mr. Allen: It is very brief.

The Speaker: You offer that, now, on both subjects?

Mr. Allen: Yes, on both subjects.

(Judge Freeman thereupon resumed reading from the record as follows, to-wit):

"Q. Now, Mr. Robison, the auditors' report that has been introduced here shows some six thousand-odd dollars in received checks that were endorsed and

sent back to you by these land owners. It shows two thousand and some odd dollars that you issued checks for last September which have never been presented for payment, and the fund in the bank has not been called on to pay them, making a total of over eight thousand dollars, as I recall it. This fund, according to the testimony of other witnesses, was given to you from not a few individuals, but from a large part of the citizens of West Texas, given to you as a public official. Now, what are you going to do with that money—do you know what you are going to do with it?"

(Mr. Allen read the answer of the witness as follows, to-wit):

"A. Sure.

"Q. What are you going to do with that money which they have given you?

"A. Use it as I would any other funds I have."

Judge Freeman: That is all.

Mr. Allen: Mr. Chairman, we would like to have the Sergeant-at-Arms notify the Attorney General, Governor Moody and Mr. Trueheart that we will need them just as we get through introducing this record here, and secure their attendance.

The Speaker: Mr. Sergeant-at-Arms, will you notify the Attorney General, Governor Moody and Mr. Trueheart, of the Attorney General's office, that we need them? Will you need them this morning?

Mr. Allen: It depends on how long you will hold, Mr. Speaker.

Mr. Allen: Now, we will turn to page 777 of this record—777, which is 8-b-16 of yours, Senator. we will read that in a little while; I don't think it will be over fifteen or twenty minutes on them.

(Judge Freeman thereupon read the following questions from the stenographic report of the proceedings of the Investigating Committee, and Mr. Allen read the following answers to such questions):

Judge Freeman: Cross-examination Mr. Petsch—

Senator Price: Who is on the witness stand, what testimony?

Mr. Allen: Mr. Robison is on the witness stand; that is the statement made by Mr. Robison that we are introducing.

"Q. You say that is all, those are all the gifts you received—that $2250.00?

"A. No; others have been testified to here by the parties.

"Q. I understand, but will you now tell this Committee every gift that you can recall having received from land owners living in West Texas, land owners living in other portions of the State, that have been dealing with your office?

"A. Well, the way you limit the question, I don't know that I can give it all.

"Q. I don't expect you to recall all of them, but just as many as you can, Mr. Robison.

"A. Because those that testified here the other day related some of them, and then there were some—two that I recall—that, so far as I know, have had no land dealings with the Land Office.

"Q. Just give the names and the amounts.

"A. Personally, I have no objection to giving the names, but I don't know what they would think about it. If the Committee insists on giving them, the principal two I will name. One of them is dead. If the other has had any dealings with the Land Office in twenty-five years, I don't know what it was about.

"Mr. Petsch: I think it would please the Committee to know who contributed to Mr. Robison and were making gifts from time to time. It is a proper matter of inquiry—I think it is a proper question and a proper request, to Mr. Robison to ask him to state the names and amounts received, and when he received them, as best he can recollect.

"Chairman Minor: The committee is not objecting to your asking him the question.

"Mr. Robison: What is that?

"Chairman Minor: I was replying to Mr. Petsch that the committee wasn't objecting to asking the question.

"Mr. Robison: Waiving the matter of objections of the people, I recall one, Mr. J. A. Matthews; I believe he lives in Throckmorton; he gave me a check for $100.00; when it was, I don't recall; and so far as I know, Mr. Matthews has had no business dealings with the Land Office in twenty-five years or more. Mr. Lee Bivins, formerly Mayor of Amarillo, sent me a check for $100.00. Just when that was, I don't recall; and if Mr. Bivins has had any land matters through the Land Office in twenty years, I don't recall it, unless possibly he might have been the highest bidder on some recovered Capitol Syndicate lands in probably Hartley county when they were advertised for sale to the highest bidder. Whether any of them were awarded to Mr. Bivins, I don't recall; the records of the Land Office will show

—they were to the highest bidder. But I have talked, in meeting with those men, both—no, I haven't seen Mr. Matthews since then. I saw Mr. Bivins once after that, while he was Mayor of Amarillo, and before he died. I called at his office one day, and in a brief conversation expressed to him my appreciation for the matter, and he remarked, 'Oh, well,' he says, 'what you have done for the people of Texas merits something of the kind,' and that he was glad to do that, and if I needed any more he would do more. But that was the end of his contribution. They especially mentioned my efforts in behalf of preserving the rights of the owners of the land and minerals under the Relinquishment Act. There was another party in East Texas, a nephew, who wired me $500.00.

"Q. What is his name?

"A. S. I. Robison, Texarkana, Texas, a lawyer over there, and former county judge; and if he has ever had any business with the Land Office, I don't know it. He thought I was in need of some money and gratuitously sent it to me. Other than other matters which have been testified to, I don't recall anything else.

"Mr. Petsch: Do you recall receiving $500.00 from Mr. J. D. Jackson?

"A. Mr. Jackson testified to that matter here. Mr. Jackson wired me while I was in the hospital at San Antonio if I needed any money to let him know. I never did let him know.

"Q. Did you receive $500.00 before that time or after that time—before you were in the hospital?

"A. Afterwards.

"Q. It is a fact that you received the $500.00 from him before you revalued his land?

"A. No, sir.

"Q You are sure of that?

"A. I feel quite sure it was after that.

"Q Have you any way of telling?

"A. I am not sure, but I think that came after his land had been revalued.

"Q. Have you any way of determining?

"A. He might tell you.

"Q. You didn't make any record of the dates on which you revalued Mr. Jackson's land?

"A. Yes, the dates are in the Land Office.

"Q What did you do with the $500.00—deposit it in the bank when received?

"A. His $500.00 I think was $250.00 from himself and $250.00 from another person.

"Q. Yes, sir; but he said he sent you one draft.

"A. I made no record, so far as I know.

"Q. What bank did you deposit it in?

"A. I don't know whether I deposited it or not. I spent it for whatever it was needed for. He can tell you, perhaps; I don't know.

"Q. So far as your records go, there is no way of telling whether you received this $500.00 before you revalued the land or afterward—you can't undertake to say?

"A. My recollection is I revalued his land, went over his land partially or wholly while I was sick—spent perhaps a night and until 4:00 o'clock in the morning going over it—at least, before I left Alpine; and a few days after that I lodged in the hotel at Del Rio. That is a matter of memory. The money that he gave me, according to my recollection, was, if that is correct, the money he gave me, probably was in 1927, according to my best recollection.

"Q. What time in 1927—the first part of the year or the latter part?

"A. According to my best recollection, the first half of the year; but that is all memory with me.

"Q. Do you recall anybody else you received any money from?

"A. Not at this time, I don't recall."

Mr. Allen: That is the end of that. Now, I will offer on page 782, the next page, and go down to the second to the last question.

Senator Price: What page on the left-hand number, Judge?

Mr. Allen: Left-hand number, the page following the page we are on is 8-b-21, beginning with the question, "Judge Halley."

(Judge Freeman resumed the reading of the testimony of Mr. Robison from the stenographic report of the proceedings of the Investigating Committee, as follows, to-wit):

"Q. Judge Halley delivered you $2250.00 or $2500.00—do you recall which?

"A. I don't know how much. He turned it over to Mr. Walker.

"Q. It was between $2250.00 and $2500.00?

"A. My recollection is it was $2200.00 or $2250.00, that is my recollection.

"Q. You never saw the money, just got the release?

"A. That is all.

"Q. That was a release of the debt against your farm out of town here?

"A. Yes, sir.

"Q. That was the total amount due on the farm at that time?

"A. Yes, sir.

"Q. After that release was presented to you, you didn't owe anything on the farm?

"A. That is my recollection.

"Q. About when was it that you received that release?

"A. I have no recollection about that.

"Q. Approximately?

"A. I can't approximate that—I don't know whether it was 1928 or 1927, but it must have been one or the other.

"Q. Mr. Robison, why haven't you ever filed that release for record?

"A. Well, sir, I don't know whether it has been filed for record or not.

"Q. Isn't it a fact that the records show that you owe two mortgage debts, or two different lien debts, on your farm?

"A. I don't know.

"Q. It is true, if the records show that, that all these debts have been paid, and you owe nothing on your farm?

"A. Yes, sir. I happen to see on my desk the other day a deed to a cemetery lot in which I buried my baby in 1913, which has never been recorded. My private papers I am very careless about.

"Q. You knew George West during your lifetime?

"A. Yes, sir; saw him twice in my lifetime.

"Q. Were you ever associated with him in business, or anything like that?

"A. None whatever.

"Q. You just met him twice in your lifetime?

"A. Just saw him twice, that's all.

"Q. You were not close personal friends?

"A. No, sir.

"Q. Is it not a fact that on December 24, 1925, he made you a present of eighty acres of land?

"A. Yes, sir. I sold it for $2000.00, or $2500.00—2000.00, I believe.

"Q. It is a fact that on the 24th of May, 1926, you conveyed that land to Jim Ferguson in consideration of $2000.00 cash?

"A. I did."

Mr. Allen: That ends that part. Now, the next is on page 789, beginning at the end of the first period on the top of the page—he has answered a question there; that would be "G-9-2" of yours, Senator. Now, beginning after that first period, we introduce the statement that Mr. Robison made. I will just read that: "And I will say furthermore, I dare any man to offer me a good, new automobile of any make, in good faith. If he does, he will have to buy it, and furnish it, I will accept it. It cannot be too fine for me to ride in. It doesn't make any difference what his ethical, financial or moral status is, I am not afraid of myself, not afraid of being over-reached in the work of the Land Office."

"Q. You would be willing to accept that kind of gift even from a man that is indebted to the State of Texas for funds that you are administering in your capacity as Land Commissioner, wouldn't you?

"A. I would accept it from any man on earth, regardless of his station, and then tell him, 'If you have any business with the Land Office and come here, you will get it if you are entitled to it; but if you are not entitled to it, you will not get it."

Mr. Allen: That is the end of that. Now, as bearing, Mr. Chairman and Gentlemen of the House, as bearing on the subject of gifts and gratuities, we again offer the letter that was proved up that was mailed out to parties here, suggesting that some other parties had mailed the checks back to him. We again offer that letter as bearing on this subject. Now, with that exception, we are through with the subject of gifts and gratuities, and we will now enter on the differences between the Land Commissioner and the Attorney General's Department, and the Governor and Board of Regents on the other hand, in regard to leasing University mineral leases.

Mr. Moses: Mr. Chairman.

The Speaker: Judge Moses.

Mr. Moses: We realize that the matter of the conduct of the investigation and the making of the record are in the hands of two distinguished counsel, employed—and it has been stated a number of times by them that that is what they were employed for—to develop the facts in this case.

We realize that we are powerless to require them to face the witnesses on the stand; but as a matter of fairness to the Land Commissioner, as a matter of justice to this House, we want to interpose our most solemn objection to

the meager testimony offered in chief with regard to gifts and gratuities. There are here in Austin now, in this Capitol now, three witnesses, men of standing and character, summoned by the attorneys employed by this House to make a full—I say that is what they are employed for—a full and fair investigation.

Judge Halley, the County Judge of Winkler County; Judge Hunter, of Abilene, the former County Judge of Culberson County; J. D. Jackson, Alpine, known by reputation to all of you as one of the outstanding citizens of Brewster County and that section of the State. These gentlemen know that they had more to do with it than anybody, and that they were responsible for these gifts and gratuities, and they know the circumstances under which the money was collected, the time when it was collected, and that testimony is material to this inquiry. If it was made, Mr. Chairman, by men whose lands were revalued and the donations made before that revaluation was made, it would be very material, and the impropriety of it—if there is an impropriety—would be much greater than if it was collected and paid long after those appraisements had been made. They have been brought here at the expense of the State of Texas as witnesses for—I call it the proponent of these charges that are in part embodied in the written and sworn charges of Mr. Woodruff, of Wise. I think, as a matter of fairness, they should place their witnesses on the stand—and they know what they will testify, they know that their proof will show that the suggestion of gifts or gratuities did not come from J. T. Robison, but came from them and other citizens of West Texas with whom they talked. Now, if they are attorneys for the House and not attorneys for the prosecution, we appeal to them, as a matter of fairness to Mr. Robison, as a matter of justice to you, to place these witnesses on the stand. I see they are here in this gallery, or I can get them here in ten minutes, in order that you gentlemen may have the benefit of their testimony under oath. I assert that they are credible citizens of Texas, they are men of high character—those facts will not be denied by the counsel for the House; and I appeal to those gentlemen, and I appeal to this committee that employed them, I appeal to you to use your own influence with your counsel, in order that the circumstances under which these donations were made, may be inquired into, in order that you may be able to determine whether they were made for the purpose of influencing the discretion vested in J. T. Robison by the Acts of 1925 and 1926 in valuing this land, and in order to determine the culpability of his acts.

Mr. Allen: I believe I will speak through the microphone, Mr. Chairman.

Mr. Chairman and Ladies and Gentlemen of the House—and if any of you don't hear what I say, kindly indicate it to me.

We were employed or retained by this body on last Monday, after having been called here, to act on behalf of the House in investigating and developing the facts with reference to these we have gone into. At that time, neither my associate nor myself had had any opportunity to examine or read any part of the transcript of the testimony given before your Investigating Committee; and not knowing one word contained in either of those volumes, as soon as you retained us, knowing that you probably wanted us to act expeditiously as well as effectively, we summoned every witness whose name we saw in the index who had testified with reference to gifts and gratuities; and after we had summoned Judge Hunter, and, I believe he said, the witness Jackson, we read the testimony of this respondent before your Investigating Committee, and we found that from that record, according to the testimony of the respondent himself, that no issue existed in this world as to the fact that he had accepted gifts and gratuities. We have read and introduced in evidence here the excerpts from that testimony showing that. Halley, one of his Western friends, with whom we have very little acquaintance, had raised $2250.00 and paid out the lien on his home, and had that lien presented to him—and we get that fact from the testimony of Mr. Robison himself. Now, when we say that he received that gift—and that statement comes from him—counsel objects that we haven't offered somebody else by whom we could prove that fact. Whether my friend, Mr. Moses, is satisfied with the testimony of the respondent, Mr. Robison, as to having received that gift of $2250.00 in money from men living out in the West, whether he is satisfied with that or not, we are entirely satisfied with it, and we submit it to you as indisputable testimony with regard to the acceptance of that gift; and if he has any explanation to offer of the circumstances under which it was

received, and to show that there was no culpability involved, it is for them to exonerate him and not for us to exonerate him.

We also offered in evidence here from that record here, coming from him, his statement made before that Committee—his confession, if you please—that he had received the sum of $500.00, which consisted of two donations—one from Mr. Jackson and one from another man; that was sent to him and he says that he accepted it, and the record, according to his own testimony that we submitted here and read in evidence to you gentlemen, shows that at the time he received that $500.00 in money, that he knew that he had recently revalued land for Mr. Jackson and—I am not sure about the other party, but for Mr. Jackson, according to his own testimony, and that within a short time after he revalued the lands out there and permitted Mr. Jackson to repurchase them, that he received as a gift from Mr. Jackson and this other party the sum of $500.00 in cash, and that he accepted that money.

Now, counsel objects because of our not calling Mr. Jackson and producing him on the stand and proving it by him. Well, if the respondent had not confessed and plead guilty to the acceptance of that $500.00—he had only met Mr. Jackson twice, a few times, and he plead guilty to the acceptance of that $500.00 from a man that—

Mr. Moses: Now, Mr. Chairman, I am going to object to that language as being not only unfair, but unworthy of the counsel for the House of Representatives to make. This is not a criminal trial of the Commissioner of the General Land Office. My client did not plead guilty to anything, and I resent the imputation on the part of the gentleman.

The Speaker: Well, the expression, so far as pleading guilty is concerned, should not be used.

Mr. Allen: All right, I withdraw that. But I want to say that the imputation on my construction of the language cast by counsel I did not give the weight to that I otherwise might, because it comes from a very distinguished lawyer, who is in the habit of defending his client from wrongdoing.

Now, we will say that the written statement and confession against his own interests, that he did accept that money from parties with whom he had very little acquaintance and from—

Senator Price: Your statement about "Parties that he had very little acquaintance with" is in error. That was Mr. West, down at San Antonio.

Mr. Allen: We will have Mr. West, we will get to that question. Which transaction did you say Mr. West was connected with?

Senator Price: That was the eighty-acre tract of land.

Mr. Allen: I might be a little confused about that. As you all know, I am not as familiar with this matter as you have had the opportunity of becoming in the last several weeks, and I might, in my hurry, become confused about the matters. But I am not confused about the facts, that we proved by the testimony of respondent that he received $500.00 in cash from a man whose land he revalued—and possibly the other party, too; I won't be certain about that; we will offer it in argument later. But when he makes the statement that he received that $500.00, we thought it would be a waste of your time and would be trifling with you to put further testimony on to show that he received that money. Now, if the gift was made at such time and under such circumstances as would exonerate the respondent from blame, and from wrongdoing, then that is a matter for him to show; because we rely upon the broad proposition of the provisions of the statutes of this State, which provides that the General Land Commissioner of this State shall not directly or indirectly accept any remuneration from any person—from any person on earth—except the salary that he gets from this State, and that the Constitution so provides. Now, it must be accepted, that statement of the respondent, that he received the money—that $500.00—and that he received from those men whose lands he revalued, and we are entirely satisfied that he did, and we close our case as far as that proposition is concerned, upon his statement, reproduced from the stenographic report of the Investigating Committee, and we leave that for them to explain, if they care to.

Now, with reference to the eighty acres of land that was a gift to the respondent,—his own testimony shows that he received a gift of eighty acres of land from a man whom he had never met, as counsel says, but just once or twice—that his own testimony shows that that gift was given to him on account of acts and services of his as Land Commissioner of this State, and, according to his testimony, he received that gift and he sold that land to James E. Ferguson for $2000.00, ac-

cording to his own testimony. Now, then, that is a gift of a substantial nature, he states that he received it. My "Episcopalian" friend, Mr. Moses, did not regard that testimony as conclusive—as I do. He thinks we ought to have more testimony showing that Mr. Robison got that eighty acres of land, although Mr. Robison states under the solemn sanctity of his oath that the land was given to him and that he had received it, and that he did sell it to James E. Ferguson for $2000.00, or $2250.00, but he thought $2000.00.

Now, then, there are other gifts testified to here, so that when we reached the consideration of the testimony, after having gone into these matters and after having summoned those men I now speak of, and after having examined the record and found that the respondent had stated that he had received those gifts, and that in addition he had received several thousand in returned checks as gifts from men he had reappraised property for, in consideration of official acts for services rendered them, we thought, when he had stated that under oath himself, and told you whom he got gifts from, and the manner in which he received those checks, we thought that that was absolutely conclusive, we thought that that was entirely indisputable, we thought that even my wily friend would never be able to get behind those expressions to meet the testimony of the respondent in this case; and so, dealing with you in good faith, anxious to develop the truth, we simply accepted the statement made by Mr. Robison, which we got in this transcript of the evidence, and of which we knew naught—nothing in this world. And yet counsel complains that we did not put witnesses on there to explain the gifts that we showed ought never to have been given and ought never to have been accepted. Here is the testimony, he have offered it; and explanation for the respondent is not for us to show; we have shown that the gifts were made, the gratuities accepted; we have shown he got money, we have shown he got the eighty acres of land. Now, these gifts came from men with whom in most instances he had official dealings. Then it is up to him, and not up to us, to show that his acceptance of these gifts did not subject him to blame and did not amount to wrongdoing. So, under those circumstances, to act fairly and justly and expeditiously, we introduced this testimony and rested. And then what did my friend do? He did just what the criminal lawyer always does when the facts are uncontradicted—coming from the mouth of the respondent himself—and when he knew that there was no way in this world in which he could meet it or explain it.

Mr. Moses: Now, we object to that again. That is a matter that might come very well at the end of the case, I did not attempt to enter into any detail as to that, and as to whether it is right or wrong, it is up to this committee—

The Speaker: The exception is overruled. It occurs to the Chair he is merely offsetting statements made by counsel.

Mr. Allen: When it occurred to my wiry, astute, intellectual friend—I think of a lot of Moses—when it occurred to him that he was confronted with statements and facts from the respondent which could never be explained, could never be met, either by argument or by proof, he took occasion here to make the objection, knowing, as a lawyer, that under the law and under the rules of cross-examination we have the right to conduct this case as we deem fair and right and proper, he took occasion to try to explain to you that these indisputable facts had not been established in the way they should be established. Now, that we are going to leave to your judgment, to your discretion, to your sense of right and justice.

Mr. Moses: Just a few words, Mr. Chairman.

Mr. Allen: Point of order, Mr. Chairman, and that is there is nothing before this committee—except me and my friend. Whatever he is asking you to do, he is certainly not asking you to tell us how to conduct our case, and he is not asking to expunge that testimony from this record.

The Speaker: I think both speeches are out of order, as far as that is concerned.

Mr. Allen: I think so.

The Speaker: But I will give you just a few minutes, Mr. Moses.

Mr. Moses: Yes, sir. If a burr-headed nigger, charged with bootlegging, were on trial, there is no county attorney or district attorney in Texas who doesn't know that you couldn't convict him on his confession or his admissions, alone. Counsel says that this cannot be explained—he was kind enough to say that. Maybe we can't explain it—maybe we can't. But since

he has made that statement, I am not going to enter into discussion of what your verdict ought to be on that phase of it, because that comes later. But I will say this to you: That with a fair and full presentation of these facts from the men who were responsible for this money being raised and paid, it will show by their sworn testimony—and not a witness on the face of this earth can be found who will testify under oath to the contrary—that no gift or gratuity had anything to do whatever in influencing the acts of the Land Commissioner in reappraising that particular piece of land, or the land of any other citizen in Texas under the act we have been discussing. Your procedure put it in the power of these gentlemen to suppress testimony on their part,—

Mr. Allen: May I ask you a question?

Mr. Moses: I will be glad to answer it when I get through, Bob, if I can.

Now, this is not a trial, this is an examination of witnesses and the development of facts to determine whether or not you will adopt articles of impeachment. I believe—I know that there is not a motive in the brain or the mind of a single member of this House that would be contrary to what I am going to say now,—that is, you would rejoice if, after hearing all the facts from those who were parties to them, your vote could be conscientiously cast against the adoption of articles of impeachment, I do not believe there is any member of this House who has that malice in his heart.

Mr. Allen: Mr. Chairman, I object.

Mr. Moses: If he will just let me finish this—

Mr. Allen: Well, I want to make objection. Counsel is not responding to the matter before this House now. he is arguing this case now, as though it had been concluded, he is talking about them, what they are going to do.

The Speaker: I gave Judge Moses a few minutes to make a statement. And I think all this talk is out of order—that made by you and that made by him.

Mr. Moses: May I suggest, then, Mr. Chairman and you gentlemen,—if it is not a wise suggestion, you will reject it—there is no controversy about this fact I have stated, because these witnesses have testified and they have read their testimony. I appeal to this committee that when you get back to the House of Representatives, you amend your rule and insist upon and require these gentlemen, upon a matter as vital as this, to produce the living witnesses, who are here, because when their testimony has been heard, you may conclude—although the distinguished counsel may not—that the matter has been explained; and I am appealing to you on that ground.

Mr. Allen: Mr. Chairman and Gentlemen of the Committee—I just want to make one suggestion, now, in regard to that, and that is this: That when we are through with our testimony, if the gentlemen will be kind enough to offer the testimony from that record of all those men, we will make no objection to its going in, because we have no objection to it.

Now, we are ready to proceed with the next witness. Will the committee take about a ten minutes' recess now? We are pretty tired.

The Speaker: The committee will be at ease.

(The proceedings were thereupon suspended for a short recess.)

The Speaker: I thought it was possible to have General Pollard here this afternoon. The Governor has gone to San Antonio. It is now twenty minutes to 6 o'clock.

Mr. Sanders: Mr. Chairman.

The Speaker: The gentleman from Nacogdoches.

Mr. Sanders: I move that the Committee rise and report progress and recess until tomorrow morning at 9:30.

The Speaker: The Chair is going to hold that you can do anything in the Committee of the Whole that you can do in the House of Representatives.

The question was taken on the motion of Mr. Sanders, and the motion prevailed.

The Committee of the Whole met pursuant to adjournment at 9:30 o'clock a. m., Saturday, June 15, 1929, whereupon the following proceedings were had:

The Speaker: The Committee will be in order, please. Who is your first witness?

Mr. Freeman: General Pollard.

Claude Pollard, a witness in behalf of the proponent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Freeman):

Q. General, you are the Attorney General of Texas?

A. Yes, sir.

Q. You were Attorney General dur-

ing last year and continuously up to the present time?

A. I was.

Q. Some time in December of 1928, did you have a discussion with other gentlemen relative to the postponement of sales of leases on University lands?

A. I did.

Q. Can you state the date, or approximately the date, of the occurrence?

A. It was about the twentieth of December.

Q. Who were present and participated in that conversation?

A. Governor Moody, Mr. Robison, President Benedict of the University, Judge Batts, I think were all.

Q. I would thank you, General, to state, in exact words, if you know, if not, giving the substance, what was said on that occasion?

A. I can give only the substance of the conversation. President Benedict and one of the others, I have forgotten who it was, came to my office early that morning and said they were going to have a conference with Mr. Robison in the Governor's office relative to postponing the sale of the University lands. This was the first information I had that any conference was on. With him I went to the Governor's office. The general trend of that conversation was, I understood, that a sale of the lands be postponed. The conference lasted, I assume, an hour. The general desire seemed to be, on the part of the University regents, that the sale of the lands be not made at this time. Some of them were advertised for sale January 2, and some for a later date; and the discussion arose as to whether or not the Commissioner had the authority to postpone the sale after he had made the advertisement.

Several decisions of the courts were examined, and Mr. Robison expressed a doubt as to whether or not he had the authority to postpone the sale. The question was discussed by everybody present, especially the lawyers. President Benedict took very little part in the discussion of the legal questions And at the conclusion of the discussion I expressed the opinion that I had at that time, that the sale might be postponed. Mr. Robison said that if I would give him an opinion that the sale might be postponed that he would postpone it I told him I would write him a letter the next day. He said he didn't want a letter; that he wanted a well-considered opinion of the department, and he wanted to submit an inquiry in writing. I told him if he would I would answer it as promptly as I could. And the discussion had substantially that for its gist and substance; and the conference dissolved with the understanding that Mr. Robison was to submit the inquiry in writing and was to have an opinion of the department as to his right to postpone the sale.

Q. That is the substance of that conference as you now recall it?

A. That is the substance of it. I would not undertake to give what was said by any man in the conference.

Q. I am not clear, General, whether you have stated the date, or the approximate, date of this conference. I wish you would state it again, if you have?

A. I feel sure it was the twentieth day of December, because his letter submitting the inquiry was written on the twenty-first.

Q. At that time, or at any other time when you had a conference with these gentlemen, any of them, was there a discussion of the means of averting the things the regents objected to, and if so please state what the remedy discussed was?

A. I don't know that I understand your question.

Q. There appears to have been some reasons on the morning the regents of the University and others participated in the conference for postponing the sales, in order that some result they had in mind might be accomplished. That is what I direct your attention to, just what they wanted them postponed for?

A. That matter came up—I have forgotten who brought up the subject—but it was discussed, and everybody in the conference understood that when the Legislature met a bill would be introduced to withdraw the University lands from the market; and the purpose of the postponement, as indicated by the general trend of the conversation, was to give the Legislature time to pass a law to withdraw the University lands from the market until a bill could be prepared under which the University might secure for its lands such bonuses and prices as individuals secured in making sales of similar classes of lands.

Q. Have you at hand the letter the Department received on that subject from Mr. Robison, the Land Commissioner?

A. I have not. A subpœna duces tecum was served on Mr. Trueheart, formerly an Assistant Attorney General, by this Committee a few days ago to bring all the correspondence, and I

think when he was in the office he assembled all of that correspondence. My recollection is that the original letter was turned over to a committee of the Regular Session, and it may be in the hands of that committee. If not, it can be found, or we can furnish a copy. I am sure Mr. Robison might furnish a copy of that from his office.

Q. In the proceeding before the legislative committee those letters, that is, Mr. Robison's letter of inquiry and the departmental letter, were introduced in evidence and appear in that transcript?

A. Either the original or a copy of each.

Mr. Freeman: We now inquire of counsel if we may substitute these copies for the originals at this time?

Mr. Price: If they are true copies.

A. (continuing.) I have here a copy of the opinion that was given in reply to his letter.

Mr. Freeman: Then, Mr. Chairman, we offer the copy of the Commissioner's inquiry shown in the transcript. If the gentlemen desire an opportunity to verify it, we shall be glad for them to do it.

Mr. Price: If General Pollard says it is a true copy, it is all right.

The Witness: I cannot say as to that, because I have not seen it. I can get the original when Mr. Trueheart returns to town. I am sure he has it.

Mr. Price: That is a copy. Go ahead.

Mr. Freeman: We will ask the Reading Clerk to read the letter, or the copy of the letter, shown in the transcript, at page with the notation G 3 17.

The Reading Clerk thereupon read the copy of the letter from the transcript, as follows:

December 21, 1928.

Honorable Claude Pollard, Attorney General, Austin, Texas.

Dear Sir: The Constitution provides that the University land "Shall be sold under such regulations, at such times and on such terms as may be provided by law."

Under that provision, the Legislature enacted Chapter 31, Act March 10, 1925, page 225, authorizing the sale of the oil and gas in the University land to the highest bidder, etc.

The provisions of that act applicable to this inquiry are as follows:

Section 1: "That all the University land now unsold * * * shall be subject to sale by the Commissioner of the General Land Office in accordance with the provisions of this Act and under such rules and regulations as may be adopted by said Commissioner as may be necessary to the proper execution of its purpose."

Section 2: "Sales of oil and gas leases on the lands included herein shall be made by the Commissioner of the General Land Office not less than once each month when there is land in demand, and at 10 o'clock A. M. on the day fixed therefor."

Section 3: "The Commissioner shall advertise the land and the time when the mineral lease shall be subject to sale. If there should be no other sufficient means for giving the necessary publicity as to what tracts will be subject to lease and the time when applications may be delivered to the General Land Office, the Commissioner shall have lists of such tracts printed for free distribution." * * * "Such list shall contain a brief designation of the tracts subject to lease and the terms upon which they may be leased and the time when applications therefor shall be opened and filed in the General Land Office."

Section 4: * * * "When an application shall have been filed and considered and the land found subject to lease, the lease shall be issued for a term not to exceed five years to the applicant that pays the most" for the area applied for.

Some specific and many general requests have been made to this department for the advertisement of land.

Such requests have been deemed by me a sufficient demand.

In the case of Theisen v. Robison, which involved a construction of the above statute, the Supreme Court said:

"As we interpret the Act, the Land Commissioner is mandatorily required to sell oil or gas in any University land upon receipt of a request to place same on sale. The Land Commissioner seems to have uniformly administered the act, saying in his answer," etc.

8 Southwestern, Second Series, p. 652, top second column.

In compliance with the foregoing I have followed every step required by the statute as interpreted by the Supreme Court. The land has been advertised for sale on certain dates through lists printed and distributed. These lists show some 103,000 acres advertised to come on the market January 2, 1929. They also show some 1,457,000 acres will come on the market on various days beginning January 16th and ending January 31st.

It is believed by the Regents and others that the present economic conditions surrounding the production of crude oil are not conducive to the best interest of the University funds, hence they desire that sales be withdrawn or postponed.

The questions therefore arise as to the power of the Land Commissioner to either withdraw from sale the land advertised for January 2nd, or to postpone that sale to a later date in said month.

The legal question involved is deemed to be this:

When a constitution contains a special provision on a special subject and under that provision the Legislature has enacted a statute mandatory upon a public officer requiring such officer to determine a fact and upon such determination to proceed in a definite manner to the performance of a specific duty and that officer has done so, has such officer the power to undo or rescind such action when such rescission is not either expressly or impliedly authorized by the statute. See Smission v. State, 71 Texas; Ketner v. Rogan, 68 S. W., 774; Tillman v. Earp, 547, as an aid to a lead in your investigation.

I would thank you for your legal opinion to the two questions.

Yours very truly,
J. T. ROBISON,
Commissioner.

Q. General, the date of that letter just read is December 21, 1928, and was a departmental opinion in response to that letter of the Commissioner?

A. It was.

Q. I would thank you to give the date of the opinion

A. The date of the departmental opinion is December 28, 1928. I would like to make a little explanation at this point.

Mr. Smith: Pardon me for interrupting. There was a prior opinion given before the one General Pollard referred to.

The Witness: That is the matter I wanted to explain at this time.

Mr. Allen: We haven't got that opinion. It has never been furnished us.

Q. I will ask you to proceed.

A. The letter of the Commissioner is dated the twenty-first day of December. It reached the office on the twenty-second. When it reached the office Mr. Trueheart, who has handled all questions relating to public lands was out in West Texas on official business. I referred the letter to two other assistants in the office, asking them to begin to study the questions submitted, as I had to leave town myself. I was in Houston on the twenty-sixth day of December, the day after Christmas. While there I received a message that one of my sisters had died in East Texas, and I went from Houston to East Texas to the funeral. While I was in Houston Mr. Trueheart called me over long distance and told me the conclusion he had reached, which conformed to the opinion I had and the conclusion that had been reached by the other two assistants in the office. So I told him to go ahead and answer the inquiry from San Antonio. My information is that he wrote a letter to Mr. Robison in San Antonio, giving our opinion on the question involved, and that Mr. Robison advised him that he didn't want a letter; that he wanted an official opinion of the department. While I was at Carthage this was told me over long distance. I advised Mr. Tilley, who told me of it, to convert Mr. Trueheart's letter into an official opinion of the department, after he had read the letter to me over long distance telephone. I told him I agreed with the things Mr. Trueheart had written, and that it was my opinion of the law, and to convert the opinion into an official opinion of the department, and sign my name to it and deliver it to Mr. Robison. This was on the twenty-eighth day of December. In conformity with that, the final opinion of the department was written on the twenty-eighth day of December and delivered to Mr. Robison, which is the same opinion that was given him several days before through a letter or verbal discussion of the matter by Mr. Trueheart with him.

Q. Then the only communication to the Commissioner on the subject was, first, that is, the only communication relative to this particular letter, was, first, Mr. Trueheart's letter, which was afterwards converted into and adopted as a departmental opinion?

A. I would not be positive that Mr. Trueheart wrote a letter, but if he didn't he discussed the matter with Mr. Robison verbally and expressed the same opinion that is contained in the official opinion of the department.

Q. You haven't accessible to you either the original or a copy of the first Trueheart opinion?

A. I have not. I think Mr. Trueheart must have it in the papers he collected under the subpoena duces tecum.

Mr. Freeman: Mr. Smith, have you

a copy of the original Trueheart letter on the subject?

Mr. Smith: We will see in just a moment.

Q. While that investigation is proceeding, General, I would thank you to explain what is the custom and practice with reference to departmental opinions?

A. The custom is that where it is demanded, or the question submitted is of such importance that we think it ought to be done, to have a conference of all the assistants in the department and discuss freely any question that is submitted for an opinion, and from that conference arrive at a final opinion of the department. Sometimes that opinion is not unanimous, but always a majority of the assistants in the department.

Q. In other words, that is a method adopted by the department to express the mature, well considered and official conclusion of the department on any subject matter made the subject of a departmental opinion?

A. It is.

Mr. Freeman: We offer in evidence the original letter written by Mr. Trueheart, Assistant Attorney General, to Honorable J. T. Robison, Land Commissioner, dated San Antonio, Texas, December 26, 1928. I ask the Reading Clerk to read it.

The Reading Clerk thereupon read the letter as follows:

San Antonio, Texas,
December 26th, 1928.

Hon. J. T. Robison,
Land Commissioner,
Austin, Texas.

Dear Sir: By your letter of the 21st inst. you request our legal opinion as to your power either to withdraw from sale oil and gas leases on 103,000 acres of University land advertised for January 2, 1929, or to postpone such sale till a later date in said month.

You are respectfully advised that in our opinion, though you do not possess the power to withdraw or postpone such sales beyond some date in January, you have the power to postpone said sales till a later date in said month.

Your question is predicated upon the fact that you have received some specific and many general requests for advertisement of University mineral land which are deemed by you to be a sufficient demand within the terms of Section 2 of the University Mineral Leasing Act of 1925, requiring sales "when there is land in demand." Since there is land in demand you are mandatorily required to sell, in compliance with the legislative prescription as to the times of sale. Considerations of expediency could not give rise to an implication of power in you to thwart the legislative intent that sales must be made not less than once each month when there is land in demand.

Your question is also predicated upon the fact that the Board of Regents of the Universisty believe that the present economic conditions surrounding the production of crude oil will not be conducive to the University's getting a fair value for oil and gas leases sold on January 2nd next. We assume also that there is reasonable prospect of improvement in conditions during the course of the month of January. We are of the opinion that upon this basis a postponement of sales to some later date in January is necessary to the proper execution of the purpose of the law and from such necessity is implied the power in you to postpone the sale.

The main purpose of the University leasing Act of 1925 was doubtless to get the most from the oil and gas in the lands belonging to the University fund. It was a compliance by the Legislature with the constitutional direction that the University lands should be sold and that the Legislature should make provision as to the regulations, times and terms of sale. In doing this it did not usurp the executive function as to details with respect to regulations, times and terms of such sales. Upon the contrary, it left the Land Commissioner largely untrammeled in the proper effectuation of this duty. The terms provided in the law are simply minimum terms, sale to be made to "the applicant that pays the most." The times provided are simply "not less than once each month when there is demand and at 10 o'clock on the date fixed therefor," and the Commissioner was expressly authorized to adopt such rules and regulations "as may be necessary to the proper execution of its purpose,"—that is to say, the purpose of getting the most substantial value for the University out of its lands. As said in Theisen vs. Robison, 8 S. W. (2nd) 652, with respect to this same act:

"It was plainly competent for the act to empower the Commissioner to make such regulations as the act authorized in its mere administration in

order that the legislative will might be accomplished."

Under the decision in the Theisen case, the Land Commissioner is mandatorily required to sell oil or gas in any University land upon receipt of request to place same on sale; yet he is by the law given a discretion within the range of a month to fix upon the particular day for sale. Having the power to fix the day, he certainly would have the power to alter a day fixed before its arrival, especially when a postponement would seem to be necessary to the proper execution of the law. Any expression of the power of alteration in the terms of the law is utterly unnecessary to its existence, since such power is implied from the purpose of the law, which is always paramount to its detailed expression.

In our opinion, you can withdraw your offer to sell on January 2nd, through advertisement of like kind originally made by you; provided, however, you at the same time fix another and a later date during the month of January when the oil and gas leases on the 103,000 acres of University land in question shall stand for sale. "Any other view would defeat the cardinal purpose of the framers of the Constitution (as well as the Legislature) to realize as great a fund as possible from these lands, including their minerals—for the University." Theisen case.

Yours very truly,
C. W. TRUEHEART,
Assistant Attorney General.

Mr. Freeman: May I inquire of counsel if that is an exact copy of the departmental opinion?

Mr. Smith: That is the original, as I understand.

Mr. Freeman: You understand there is no difference between that and the department opinion finally given?

Mr. Smith: As to that I do not know.

The Witness: There is just one clause different, which is the last paragraph of the departmental opinion.

Q. That is in addition?

A. In addition to what has been read.

Q. I would thank you to have the Reading Clerk read the added paragraph, to the end that the House may have in full the departmental opinion before it.

The Reading Clerk thereupon read the additional paragraph referred to, as follows:

We take it that you are satisfied that there is sufficient and ample "demand," in the sense that said word is used in the act, to require you to advertise said lands.

Mr. Freeman: We offer in evidence the departmental opinion. It has been read, so that it is now fully before the House. We don't ask that it be read in full, but we offer it for the record.

The departmental opinion was thereupon introduced in evidence, and is as follows:

Public Lands—Sale of Minerals in University Lands Under Act of 1925.

The Commissioner of the General Land Office has the power, under the University Leasing Act of 1925, to effect postponement of leases within the month of January by withdrawing offer to sell on January 2nd through advertisement of like kind originally made, and fixing a later date during the month of January for such sales.

Offices of the Attorney General.
Austin, Texas, Dec. 28, 1928.

Honorable J. T. Robison, Land Commissioner, Austin, Texas.

My dear Mr. Robison:

We have today in conference considered your letter on the 21st instant, wherein you request an opinion as to your power either to withdraw from sale oil and gas leases on 103,000 acres of University land advertised for January 2, 1929, or to postpone such sale until a later date in said month.

You are respectfully advised that in our opinion, although you do not possess the power to withdraw or postpone such sales beyond some date in January, you have the power to postpone such sales until a later date in said month.

Your question is predicated upon the fact that you have received some specific and many general requests for advertisement of University mineral land which are deemed by you to be a sufficient demand within the terms of Section 2 of the University Mineral Leasing Act of 1925, requiring sales "when there is land in demand." Since there is land in demand, according to your letter, you are mandatorily required to sell, in compliance with the legislative prescription as to the times of sale. Considerations of expediency could not give rise to an implication of power in you to thwart the legislative intent that sales must be made not less than once each month when there is land in demand.

Your question is also predicated upon

the fact that the Board of Regents of the University believe that the present economic conditions surrounding the production of crude oil will not be conducive to the University's getting a fair value for oil and gas leases sold on January 2, next. We assume also that there is reasonable prospect of improvement in conditions during the course of the month of January. We are of the opinion that upon this basis a postponement of sales to some late date in January is necessary to the proper execution of the purpose of the law and from such necessity is implied the power in you to postpone the sale.

The main purpose of the University Leasing Act of 1925 was doubtless to get the most from the oil and gas in the lands belonging to the University fund. It was a compliance by the Legislature with the constitutional direction that the University lands should be sold and that the Legislature should make provision as to the regulations, times and terms of sale. In doing this, it did not usurp the executive function as to details with respect to regulations, times and terms of sales. On the contrary, it left the Land Commissioner largely untrammeled in the proper effectuation of this duty. The terms provided in the law are simply minimum terms, sale to be made to "the applicant that pays the most." The times provided are simply "not less than once each month when there is land in demand and at 10:00 o'clock a. m. on the date fixed therefor," and the Commissioner was expressly authorized to adopt such rules and regulations "as may be necessary to the proper execution of its purpose," that is to say, the purpose of getting the most substantial value for the University out of its lands. As said in Theisen vs. Robison, 8 S. W. (2nd) 652, with respect to this same act:

"It was plainly competent for the act to empower the Commissioner to make regulations, as the act authorized in its mere administration, in order that the legislative will might be accomplished."

Under the decision in the Theisen case, the Land Commissioner is mandatorily required to sell oil or gas in any University land upon receipt of request to place same on sale; yet he is by the law given a discretion within the range of a month to fix upon the particular day for sale. Having the power to fix a day, he certainly would have the power to alter a day fixed before its arrival, especially when a postponement would seem to be necessary for the proper execution of the law. Any expression of the power of alteration in the terms of the law is utterly unnecessary to its existence, since such power is implied from the purpose of the law, which is always paramount to its detailed expression.

In our opinion, you can withdraw your offer to sell on January 2nd, through advertisement of like kind originally made by you, provided, however, you at the same time fix another and a later date during the month of January, when the oil and gas leases on the 103,000 acres of University land in question shall stand for sale. "Any other view would defeat the cardinal purpose of the framers of the Constitution (as well as the Legislature) to realize as great a fund as possible from these lands, including their minerals, for the University." Theisen vs. Robison, supra.

We take it that you are satisfied that there is sufficient and ample "demand," in the sense that said word is used in the act, to require you to advertise said lands.

Yours very truly,
C. W. TRUEHEART,
Assistant Attorney General.

The foregoing opinion has been read, considered and adopted in conference this day.

CLAUDE POLLARD,
Attorney General of Texas.

Q. You speak of Mr. Trueheart. What was his position at the time of these opinions and letters?

A. He was Assistant Attorney General, in charge of litigation and questions relating to the public lands of Texas.

Q. I would thank you to state to the Committee the experience and attainments of Assistant Attorney General Trueheart in that particular field.

A. He had been handling this line of work since he was appointed Assistant Attorney General during the administration as Attorney General of Governor Moody. I retained him when I was elected. My judgment is that he is the best informed and most capable lawyer on questions relating to the public lands in Texas of any lawyer in Texas.

Q. It appears from the matter now before the Committee that certain sales of University land leases had been advertised for January 2. Is that correct, so far as your knowledge goes?

A. It is.

Q. For the purpose of the record, I would thank you to state the date of

the convening of the Forty-first Legisture, if you know?

A. I think it was the eighth, but I am not sure about it.

Mr. Freeman: Mr. Chairman, will state the exact date, for the information of the membership, that this Legislature convened?

The Chairman: The second Tuesday in January, the eighth day of January, Tuesday.

Mr. Freeman: We, therefore, desire that that date be made a part of the record as the date when the Legislature did actually convene.

Q. As I understand, General, it was the desire of some of those who participated in the conference to postpone sales of certain University leases from the date advertised, January 2, until a reasonable time after the meeting of the Legislature, in order that the Legislature might, if it saw fit, enact further legislation or repeal existing legislation?

A. There was no dissent to that purpose and desire, so far as I know.

Q. In that or any other conference, General, was there any time discussed for the postponement of the sale, any future date discussed or agreed upon?

A. I don't recall. I believe that the fifteenth of January was probably mentioned, but I am not sure about it.

Q. Did you have any information at that time, or was any statement made to you, as to the quantity of University leases that was contemplated would be sold on January 2?

A. Something over 100.000 acres. I don't remember the exact acreage.

Q. Do you recall the date of your next conference, if any, with the Land Commissioner?

A. I have never had a conference with the Land Commissioner on this matter since that time.

Q. Did you have information that the Land Commissioner intended or proposed, or was preparing, to offer any of the lands in question for sale on January 2?

A. We had information that he was going to sell the lands that he advertised for January 2, regardless of the opinion of the department.

Q. In any way did you learn from the Commissioner the land or lands which he then intended to expose for sale?

A. I don't recall how I got the knowledge, but I had information that it was about 50,000 acres.

Q. Did you receive from the Land Commissioner a copy or copies of the advertisement containing the description of the land he proposed to sell on January 2?

A. We had those in the office.

Q. Was anything said in your conference with the Land Commissioner as to the method of readvertising or giving notice rather, of an intention to postpone the sales?

A. The matter arose in this way: Some members of the Board of Regents came to my office. It was either the last day of December or the first day of January. And they brought me a resolution that had been passed by the Board of Regents requesting the Department to file an application for an injunction against the Commissioner to prevent the sale of the land that had been advertised on January 2. After that was received Mr. Trueheart went to the Land Office and had quite an extended conference with the Land Commissioner in reference to the land to be sold on January 2 and the method of advertising a withdrawal of the sale of that land.

Q. You don't know of your own knowledge perhaps, General, the exact method agreed upon? If you do, I would thank you to state it.

A. I don't know except from what Mr. Trueheart told me, and I would prefer that he testify to the details, because he had the conversation with the Commissioner in regard to it.

Q. Was there a suit for injunction filed in reference to this matter?

A. There was.

Q. I would thank you to give the Committee such history of that litigation as you know.

A. I would much prefer that they get the details of that history from Mr. Trueheart, who handled it in the court. I was present at a part of the proceedings in the court, but not all. He was present at all and can give a detailed history of that litigation.

Q. Then, under that condition, General, we will examine Mr. Trueheart in reference to that and not ask you further questions concerning it.

Mr. Freeman: Counsel may cross-examine.

Cross-Examination.

(By Mr. Price):

Q. General Pollard, I will get you to state who it was who first mentioned to you or went into the subject of postponing the sale of mineral leases on University lands?

A. I don't remember, Senator, when that question came to my attention. I

think probably you discussed it with me at one time, but whether it was before or after the conference in the Governor's office I do not know. If it were after that, then the conference in the Governor's office is the first discussion I ever had with reference to the subject.

Q. Do you not recall that Judge R. L. Batts, of Austin, was the first person who came to you and suggested that it would be a good thing to postpone the sale of those lands?

A. I don't recall that.

Q. Well, do you know that Judge Batts, of Austin, did take quite a part, and probably was the moving spirit in starting the agitation about postponing these sales?

A. I don't remember about his being the moving spirit, I wouldn't testify as to that. I know he was very much interested in the subject, as was also Mr. Holliday, of El Paso.

Q. Now, is Judge Batts at this time a Regent for the University of Texas?

A. He is.

Q. He was at that time?

A. He was.

Q. State whether or not Judge Batts at the times you mentioned was also an attorney for the Gulf Production Company of this State.

A. I don't know.

You don't know?

A. I do not.

Q. Did Mr. Holliday, of El Paso, ever talk to you about the matter?

A. I think not, until after the conference in the Governor's office; between that time and the time the suit was filed. Mr. Holliday was with Mr. Crane in there, a member of the Board of Regents, when a resolution of the Board was brought to my office, requesting that an injunction suit be filed, but I don't recall that I ever had any conversation with him about it prior to that date.

Q. Now, then, you said that you had a conference in your office in which you, Mr. Robison, Governor Moody and probably Judge Batts took part. Now, on what day did that conference take place?

A. It was in the Governor's office, and my recollection is it was on the twentieth day of January. I base that on the fact that Mr. Robison said he would write me a letter the next day, and his letter is dated the twenty-first.

Q. You mean the twentieth day of December?

A. December of last year.

Q. Now, isn't it true, General Pollard, that at that conference the Land Commissioner stated to you and to all of the persons present that in his opinion that the leasing act of 1925 was mandatory, and that he didn't believe, as a matter of law, that he could postpone the sale, the date having been fixed and the advertisements having gone forth?

A. That was his idea of the law, as gathered from the conference had. I don't remember any particular statement made in regard to it, but that was evidently his opinion, that the sales could not be postponed.

Q. And did he not further state that he would be inclined to follow the opinion of the Attorney General, provided it was an opinion backed up by legal decisions, that is, authorities of competent courts?

A. He said he would follow the well considered opinion of the Attorney General's Office, but he wanted one that was carefully considered. As to what details he might have added as to the requirements of that opinion, I would not undertake to testify, but the general impression I received was that he wanted an opinion that was very carefully considered.

Q. Such an opinion as would show the authorities listed; in other words, that he was wrong in his construction of the law; wasn't that your impression from what he said?

A. Well, I had an impression that he had his opinion of the law, that the sales could not be postponed, and that it was going to take a well considered opinion, probably supported by some decision of the courts, to get him to believe otherwise; but I wouldn't undertake to detail just what he said, except what he was going to demand, in so far as the contents of any final opinion was concerned.

Q. Now, then, General Pollard, did you personally go into this matter and yourself look into the authorities?

A. I did in a limited way. I did not to the extent that Mr. Trueheart did and Mr. Tilley, and I think the other assistant, Mr. Chandler. I discussed the question with them after they had read the authorities on several occasions.

Q. General Pollard, are you familiar with the decision handed down by the Supreme Court, through Judge Greenwood, in what is known as the Theisen case?

A. I have read that decision. I was present when the case was argued, and read the brief, and discussed the case with Mr. Trueheart while it was pending, many times.

Q. I will ask you if in connection

with your investigation you read that entire opinion yourself?

A. Yes, sir; I have read it several times, and my recollection is that it was read at the conference in the Governor's office. I know that all portions that were material to the question being discussed were read, and I know that I read it again after I left the conference in the Governor's office, especially as to that portion of it which related to the mandatory provisions of the land leasing law.

Q. You are familiar with the fact, of course, that in the Theisen case the Supreme Court had before it the constitutionality of the Act of 1925 authorizing the sales of these University lands on competitive bids?

A. Yes, sir.

Q. And that the nature of that act, whether it was directory or mandatory, was gone into by the Supreme Court?

A. Yes, sir.

Q. Do you recall having read this language which I shall now read from the Theisen case, 8 S. W. (2nd), page 652, where the Court, in considering this act, said: "As we interpret the act, the Land Commissioner is mandatorily required to sell the oil or gas in any University land upon receipt of a request to place same on sale. The Land Commissioner seems to have uniformly so administered the act." You recall that portion of the opinion, do you not?

A. Very well. That was read several times at the conference there at the Governor's office.

Q. And you have noted, have you not, that Mr. Trueheart did not include that quotation in his opinion?

A. That portion of the opinion is discussed in Mr. Trueheart's letter, and in the departmental opinion, the mandatory provisions of the law, as determined in the Theisen case.

Q. Now, General Pollard, Mr. Trueheart did most of this work, did he not; that is, he is the member of your department who did most of this work and investigation in connection with these land sales?

A. Yes, sir; he did most of that work.

Q. Now, is it not true that your department, acting through your attorney, Mr. Trueheart, went before the Supreme Court in this Theisen case and attacked this Act of 1925 on the ground that it was unconstitutional?

A. I don't remember just what the attack on that particular act was. The brief filed in the case will show. I wouldn't want to testify under oath as to what is contained in the brief filed in the Supreme Court.

Q. You know, do you not, as Attorney General, that Mr. Trueheart took the position in that case that the Act of the Legislature of 1925 was void?

A. I think that is probably true, but I wouldn't be sure.

Q. Yes, and that was the same Mr. Trueheart, your assistant, who advised the Land Commissioner in this matter that he could go ahead and postpone those sales and refuse to make them, after he had sent out notices to the people, notwithstanding the Supreme Court had said it was mandatory, the mandatory duty of the Commissioner to sell them when he got a demand from the public?

A. He is the same man. I wouldn't approve all of the statement you have linked up with your question with regard to the effect of Mr. Trueheart's opinion. But he is the same man who argued the case in the Supreme Court.

Q. Now, General Pollard, in this conference, is it not true that Mr. Robison gave every indication of a willingness to follow the law as construed by the court, but that he had expressed an unwillingness to follow an opinion from your department that was not well considered and was not supported by authorities?

A. If I recall the statement made in the conference correctly, it was that if the Attorney General's Department would give him a well considered opinion, advising him that he had a right to postpone the sales that he would follow that opinion and postpone the sales. As to any details that he demanded as to what that opinion would contain, as to being supported by authority, or how much authority, I wouldn't undertake to testify. His idea was that he wanted an opinion that had been well considered by the department.

Q. Now, as the chief law officer of this State, is it your understanding, or has it ever been your opinion, that the Commissioner of the General Land Office is subject to be regulated in matters which he is mandatorily required to do, by the Attorney General's Department?

A. I don't understand that any officer of the State is to be regulated by the Attorney General's Department. The Constitution makes the Attorney General the legal adviser of the heads of the departments. It is a matter purely of their discretion and their own responsibility as to whether they follow

the opinion of the chief law officer of the State after it has been given.

Q. I mean to ask you this question, General Pollard: Is there any law in this State which requires or demands the head of an executive department to follow the opinion of the Attorney General?

A. None that I know of.

Q. And would the fact that an executive fails to follow an opinion, an advisory opinion, of the Attorney General, make that officer guilty of any wrongdoing strictly on that account?

Mr. Allen: We object to that, Mr. Chairman. That is one of the matters that this Committee will determine at the conclusion of the investigation. We object to that question, because it is asking this witness as such to determine an issue that must be determined by this Committee at the conclusion of this investigation. Among other things, we will probably contend that while there is no constitutional or statutory prohibition that necessitates the Land Commissioner acting upon the advice of the Attorney General, that the Constitution of this State makes the Attorney General the legal adviser of the various department heads; and we will contend, when this matter is finally concluded to the Committee, that the Land Commissioner was wrong in not adopting and following the legal opinion given upon this subject by the Attorney General. Now, that being true, and that being one of the matters to be determined by the Committee, the question asking the Attorney General to determine that matter, we think would be improper, and we object to it.

Mr. Price: May it please the court, we take this position in this case: Mr. Grady Woodruff, a Representative in this House, has filed a bill of particulars which really constitutes the basis, if there be any basis, to these proceedings. Among this bill of particulars is included the subject of differences between the Attorney General's Department and the Land Commissioner, the idea being, at least tentatively, that those differences constitute the basis for high crimes and misdemeanors on the part of the Land Commissioner. The proponents have called here as a witness General Pollard, who is Attorney General of this State, and we believe that we have the right to have from the General himself, as the chief law officer of this State, whether he construes the law as being that an executive whom he advises who refuses to follow his advice has violated the law or committed a wrong. I don't know of a witness we could get whose opinion would be more pertinent or who would know more about that subject.

Judge Sinks: This thing is perfectly plain to me. As a matter of course, we all know that the heads of a department do not have to follow the opinion of the Attorney General. We all know that it is merely an advisory opinion to the heads of the departments. We all understand that. But for the Attorney General to say in his opinion whether it was wrong for any head of a department to not follow his opinion, I think that is purely a question for the House to determine, and not the Attorney General or any other particular man. That being the case, I think the question is bad, is not properly asked, and that the objection should be sustained; and that is a matter that the House will investigate and pass on in their opinion; and whether the Attorney General thinks that a man has done wrong in not following his opinion is not a question for evidence in the case. It is really no evidence at all, any more than what I might think, or what any other person might think. I will have to sustain the objection.

Q. Now, General Pollard, after Mr. Trueheart prepared this first opinion, what was done in your office with reference to making that opinion a departmental decision?

A. A letter Mr. Trueheart wrote to Mr. Robison was read to me over long-distance when I was at Carthage, and the statement made to me by Mr. Tilley over long-distance that Mr. Robison refused to accept a letter by Mr. Trueheart, but that he wanted an opinion of the department, an official opinion. I advised Mr. Tilley, after I knew the contents of the letter, after I had discussed it with Mr. Trueheart over long-distance in Houston, and with other assistants in the office, to convert Mr. Trueheart's letter into a departmental opinion, and gave him authority to sign my name to that opinion.

Q. Now, I will ask you, General Pollard, if there was any matter included in the second opinion, that is, in the official opinion, were any authorities listed therein other than what had been written by Mr. Trueheart in the letter from San Antonio?

A. None at all.

Q. And is it not true that you told Mr. Robison, before you had made any investigation into the law, there in the

conference, that you were then ready, then and there, to give your opinion?

A. I told him what my opinion was, and that I would write him a letter to that effect the next day if he wanted a letter; and he said he didn't want a letter; that he was going to submit the inquiry in writing, and he wanted a well considered opinion in answer to his letter.

Q. Now, General Pollard, it is true that for sometime there has been a difference of opinion in your department on land matters from the opinion held by the Land Commissioner, is it not?

A. That is true, and it is not true. Questions have arisen in regard to public lands on which Mr. Robison has disagreed with me or with my department, several of those; but there has never been any what you might term continuing disagreement with the department.

Q. General Pollard, I don't mean to ask you the question whether there was just an out-and-out war between you. I simply wanted to know this, and I ask you now, is it not true that on several occasions your department has held one thing about land laws and the Land Commissioner just the opposite?

A. That is true, yes.

Q. In several instances?

A. Well, I wouldn't say several. There have been some since I have been Attorney General.

Q. Now, is it not true that your decision on the validity of the Relinquishment Act was opposed to the opinion of the Land Commissioner?

A. That is true.

Q. In other words, you held that it was void and unconstitutional, and Robison upheld it?

A. That is true.

Q. Now, when that was finally decided in the Supreme Court, what did the Court hold about it?

A. The Court held that it was valid, but my opinion is still the same.

Q. I will ask you this, that, notwithstanding Judge Greenwood said that it was the mandatory duty of the Land Commissioner to sell these lands, you and Mr. Trueheart, you still, notwithstanding that, thought he could postpone them?

A. I don't think the two opinions are in conflict at all.

Q. You don't think your opinion that Mr. Robison could, of his own motion, postpone the sale of lands, after they are fixed under that law, you mean to say that is not in conflict with the words of Judge Greenwood in the Theisen case?

A. I do.

Q. Now, then, it is also in here, General Pollard, that these differences have come up, and that is being charged against the Commissioner, the fact that he differed with and did not follow your advice, and as you have stated there, and Judge Sinks has stated—

A. I didn't state that he had not followed my advice. I don't know whether that is true or not. Land questions are frequently discussed verbally in the office, and in these discussions it would appear that the Land Commissioner did not agree with the department as to what the law was. As to whether or not the department has ever given Mr. Robison an opinion in writing that he didn't follow, I wouldn't undertake to say. I don't know whether that is true or not.

Q. But assume that he has on occasion refused to follow your opinion, he is not the only officer that has done that, isn't that true?

A. No. The Legislature doesn't even do that.

Q. Isn't it true, General Pollard, and I don't mean to cast any reflection against the Attorney General, a good friend of mine, but here not long ago you gave this House of Representatives a very carefully considered opinion, didn't you, in which you said they couldn't draw their pay, their per diem, when they were absent from the Legislature; you said they couldn't, but they refused to follow your advice?

A. That is true; and still I think I am right.

Q. No one has drawn up any bill of particulars against the House on that ground, either, have they?

A. Not that I have heard of.

Q. General Pollard, just this question, not bringing the books and cases here—you probably know about it—as a matter of fact, now, it is not true that for the past fifteen or twenty years, when Jim Robison has locked horns with them on legal questions, and it has gone to the Supreme Court, he has been upheld three-fourths or ninety per cent of the time in his contentions by that court?

A. I wouldn't undertake to answer that question. I don't know.

Q. You will say, though, he has been upheld more times than he has been disapproved?

A. I wouldn't say that.

Q. You don't know that?

A. Mr. Robison is a very capable

man when it comes to land law of this State. Nobody disputes that. I have recognized that in all matters when I have discussed it with him, and the statement made by one of his attorneys the other day to this Committee that the opinion that I gave that is involved in this investigation was based on bias and prejudice is without any sort of foundation. I have known Mr. Robison for twenty-five years, have always supported him, and am his friend, and I have no bias or prejudice against him. In advising him, and in advising every other department head, and the Legislature, my only purpose is to apply the law as I understand it, and if the folks don't want to follow it that is their individual responsibility, and not mine.

Mr. Smith: Mr. Chairman, a matter of correction. Mr. Pollard is misinformed. I assume he refers to a statement I made. I did not say that the opinion of the Attorney General was based on prejudice or bias. I did say that in my opinion the opinion of the Attorney General was erroneous. I still maintain that. I say that for Mr. Pollard's benefit, because I am sure he did not hear the statement and has been misinformed as to the statement that was made by me.

The Witness: All I know is what the press carried.

The Speaker: Proceed with your question.

Q. General Pollard, it is true that this leasing Act of 1925, under which Mr. Robison was acting, was in full force and effect at all times during the year 1928, is it not?

A. It is.

Q. And that was the same act which the Supreme Court had declared in the Theisen case was mandatory in its terms, is that not true?

A. That is true.

Q. Now, then, that being the law at the time, and the Land Commissioner having received both verbal and written requests to place this land on sale, I want to ask you for your opinion, as Attorney General of this State, who has the power in this State to suspend the operation of a law, except the Legislature?

A. That matter is covered in the official opinion given to Mr. Robison by my department, and is now involved in litigation is a case pending in the Supreme Court, and I will not undertake to swear what the law is.

Q. I am not asking you to swear what the law is. I was merely asking for a statement of your opinion. I will ask this concrete question: Isn't it true that in the bill of rights of the Constitution of this State it is provided, in substance, that the power to suspend the operation of law is vested in the Legislature alone?

Mr. Freeman: We object, first, on the ground that it is argument; second, on the ground that the Constitution and Bill of Rights are written and speak for themselves and are the best evidence.

Mr. Price: If the court please, yesterday Judge Allen had quite a number of checks that were in writing, and we agreed that they could go into the evidence and be referred to at any time. Yet, notwithstanding Judge Allen, over objection, read each one of them verbatim as testimony. Now, I am not unmindful that the learned Presiding Judge understands about these things; but the House of Representatives is not made up solely of lawyers, but of business men, and ranchmen and farmers, who are not as astute in and understand all the constitutional provisions as well as yourself or Judge Allen. And I think here that this respondent, being charged, and a predicate being laid here in this record, that on account of differences between him and the Attorney General, that has been inserted in this record as a basis for high crimes and misdemeanors, and I think we have a right to show by evidence in this House that in refusing to disregard that Act of 1925, and in going ahead and acting under it, I think we ought to be able to show that the Constitution provides in this State that neither the Board of Regents, the Governor, or Attorney General, or anyone else except the Legislature, can suspend for one moment the operation of a law. We submit we ought to be able to show that.

The Presiding Officer: They are just asking to show that. Senator Price, I don't suppose there is any objection, but just simply prove it up by oral testimony as to what his construction is, is a different proposition.

Judge Freeman: Yes, all right. Very well.

Q. Now, didn't you state a while ago that in your opinion Mr. Trueheart—C. W. Trueheart—is the most learned land lawyer in this State? Is that your judgment?

A. Not exactly.

Q. Well, just what was your statement?

A. That he has a better knowledge of the public laws and of the decisions of the courts in relation to them than

any lawyer in the State—at least, any with whom I have ever come in contact.

Q. Now, you stated that you appointed him your chief assistant when you were elected?

A. No; he was an assistant attorney general when I was elected, having been appointed by Governor Moody when he was Attorney General, and I retained him when I was elected.

Q. At what time did he cease to be an assistant to Governor Moody—that is, to General Moody?

A. When his term of office expired.

Q. Let's see, when was that done?

A. That was January 8th, I think it was, 1927.

Q. 1927?

A. Yes.

Q. Well, I assume that he was the lawyer—the land lawyer in the department under General Moody, was he?

A. That is my understanding.

Q. Did he have that work under General Moody?

A. I think so.

Q. Well, don't you know that it is otherwise—that Mr. Jerry Randolph was the land lawyer under General Moody while Trueheart was in that department?

A. That may be true. All I know is that when I went there, Mr. Trueheart—

Q. Was in the department?

A. —was in all land litigation that was pending, seemed to have been for some time. Mr. Randolph also was in the land litigation.

Q. Well, if it be true that Mr. Jerry Randolph had charge of that special field, we will say, and that Mr. Trueheart did not, then he has made that a specialty only since the year 1927, or has had that particular work under his control?

A. So far as public lands were concerned, that is probably true. But Mr. Trueheart for years past has had quite a lot of experience in the trial of cases, while he was a member of the firm of Seeligson & Ball of San Antonio.

Q. Seeligson & Ball?

A. Yes, sir.

Q. But, just this question, General, and we will pass from that: Mr. Trueheart, in writing this opinion, has failed to include that language of Judge Greenwood about the law being mandatory, I believe you stated that a while ago?

A. The mandatory language is not included, but the principle, though, is discussed.

Q. The principle, yes, is discussed in the words of Trueheart, rather than in the words of Greenwood—is that it?

A. Well, that may be true. The words of Greenwood are just an ordinary statement that the law is mandatory.

Q. Now, you spoke a moment ago about the suit in the District Court of Travis County. Now, is it not true, General Pollard, that after the conference between you and the Governor and the Land Commissioner, that Mr. Robison stated that in deference to your opinion he would not attempt to withdraw from sale all of those lands for which he had no specific request in writing, didn't he do that?

A. That was done, yes.

Q. And he stated that he didn't believe he could legally do that, but in so much as he had no specific demand in writing that, in deference to you and your department, he would submit to your wishes and withdraw it all except—

Senator Price (to respondent): How many acres was it?

Mr. Robison: About 50,000.

Q. —all except about 50,000 acres—isn't that so?

A. Mr. Robison never made any statement about the matter to me after the conference in the Governor's office. The facts are that he did.

Q. Withdraw it?

A. Withdraw it.

Q. All except—

A. That that was advertised for the 2nd of January, for which he had a specific demand.

Q. That is to say, he had a demand in writing for that particular land to be advertised?

A. I don't know; I couldn't say that. Mr. Trueheart, in the conference with him before the injunction suit was filed, can give you all the details as to what the Commissioner's attitude was with reference to postponement of all or any part of the land.

Q. Now, General, after he refused to withdraw or attempt to postpone the sale of those 50,000 acres for which he had a demand in writing, then it was that you filed suit in the District Court of Travis County, didn't you, and prayed for an injunction to restrain the Land Commissioner from proceeding with that sale on January 2nd?

A. That is true.

Q. You filed that application before Judge Calhoun, didn't you?

A. I don't remember whether it was presented to Judge Calhoun or to the other judge.

Q. And the allegations therein were sworn to by Mr. Trueheart, were they not?

A. I think so.

Q. Now, then, that injunction was granted ex parte, wasn't it?

A. I think so.

Q. That is to say, Judge Calhoun granted it without hearing testimony at all, but solely on the basis of the allegations made by Mr. Trueheart?

A. That is probably so.

Q. All right. When that injunction came on for hearing on its merits thereafter, what happened to that injunction that your department had secured against Mr. Robison; what did Judge Moore do with it?

A. I wouldn't undertake to testify as to any of the details of that litigation after the suit was filed, because they were handled by Mr. Trueheart and I was not present. He will be a witness before your committee and will give all the details of that litigation.

Q. Do you know, General Pollard, that after a hearing on it, that Judge Moore dissolved and held for nought that temporary injunction which Mr. Trueheart had secured?

A. There is some dispute or misunderstanding or misinterpretation of what Judge Moore did. The record will speak for itself.

Q. I was not aware that there was any dispute on that point?

A. Well, I think I heard some controversy arose between the lawyers as to just what the effect of Judge Moore's order was.

Q. Very well, then; don't—you don't, then, now, as Attorney General of this State, know that in that case, which involved, I should say, $856,000.00 or more, that Judge Moore did hold straight out that that temporary injunction was improperly and wrongfully granted, and he dissolved it in toto?

A. I know that was the general effect of his order, and we appealed from that order and his judgment, and the case is now pending in the Supreme Court.

Q. Now, then, the intervenors who came in were Gibson, Johnson, and Renand, and they alleged that they made bids on this 50,000 acres, and that the Commissioner refused to accept them; you know about that, don't you?

A. Yes.

Q. They intervened and set up their right; they had paid there with the Land Commissioner something like $8561.00 as a bonus on that land—that is true, isn't it?

A. Yes, sir.

Q. And they went into that suit and their contentions were upheld by the District Judge—that is true, isn't it?

A. I think so.

Q. And your department appealed from that decision on that point, but they did not appeal?

A. I think so.

Q. Yes. It went to the Court of Appeals of the Austin district, and that court certified questions to the Supreme Court?

A. I think so.

Q. And the matter is there now pending?

A. Yes.

Q. Now, then, after January 2nd had passed, you recall, do you not, General Pollard, that a bill was written—that a bill was written by your department, repealing the entire leasing Act of 1925?

A. That is true.

Q. Isn't that true?

A. Yes, sir.

Q. Who wrote that bill?

A. Mr. Trueheart. And I think he was assisted in the preparation of it by Judge Batts and probably Ed Crane; I am not sure about that.

Q. General Pollard, do you know that Judge Batts first wrote a bill which simply repealed the Act of 1925, are you familiar with that?

A. I don't remember the details of just how the bill that was introduced was reached; I think Mr. Batts wrote a bill that Mr. Trueheart did not approve; and they were rewritten once or twice.

Q. Yes. Now, you say you do not know that the draft drawn by Judge Batts provided merely that the leasing Act of 1925 should be in all things repealed?

A. No, I don't.

Q. Well, you do know, do you not, that Mr. Trueheart was not satisfied with Batts' draft, don't you?

A. I know that.

Q. And don't you know that Mr. Trueheart was up here in the Legislature, and while you had this suit down in the Travis County District Court, and added to Judge Batts' bill a provision whereby the act required and demanded the Land Commissioner to bundle—not to open, but send back without opening all of these bids?

A. I don't know.

Q. You don't know that that was enacted January 11th of this year, passed by this Legislature?

A. I know there is a provision in

there in regard to that, but I don't think it has the language in it that you repeated in the question; and if in the act, the act will speak for itself; I don't remember it, I can't recall the act.

Q. Well, you don't know anything about that fact, that those bids of Gibson, Johnson and others, could not be opened, but should be returned, and that the Land Commissioner is demanded—he is commanded in that act from making the sales of January 2nd —that is in there, isn't it?

A. The act covers that if it is there; the act covers that feature, just what the language is, I wouldn't undertake to say.

Q. And you are acquainted, too, with the fact that Mr. Trueheart came up here and appeared before the Committee on that day and wrote the bill?

A. He probably did, yes.

Q. And at the same time he was having this law passed to strike down these sales, he was representing your department in the suit pending on these same things in the District Court?

A. That is true, because everybody knew we had a controversy started if that law was going to be introduced.

Q. Yes?

A. The purpose of the postponement was that a law might be introduced to take the land off the market.

Q. Now, then, General Pollard, I believe, now, if I understand you, that it was your opinion as a lawyer—now, I want to get this just exactly correct—that it was your opinion that Mr. Robison had the right to ignore the leasing Act of 1925 and to refuse to act under it until the Legislature could meet and repeal it?

A. My opinion is stated in the official opinion of the department given to Mr. Robison, on his right to postpone, in language that is clear and unmistakable, because the law was mandatory and required the sale once a month, that he had the authority and that he had the right to postpone it so long as he had the sale within the month.

Q. Now, General Pollard, your whole idea, though, in that matter, was by any means on earth to hold up those sales until the Legislature could meet and repeal the law? Isn't that what you told Judge Freeman a while ago, that that was what you were trying to do?

A. That wasn't my whole motive. My motive was to arrive at the law—at what the law was. If I had reached the conclusion that the sale could not have been postponed, I would have so advised him officially, regardless of any criticism that might have come to me from any source. I gave what I thought was the law.

Q. It was suggested, too, that one of the motives was the patriotic one of preventing loss to the University. Wasn't that one of the things that was urged in the conference?

A. That was one of the things that was discussed, that the University ought to get out of this land all it could, and ought to be placed in a position where it could traffic and trade in it, just like individuals did, in mineral-bearing land.

Q. Just traffic and trade in it?

A. Just traffic and trade in it. The consensus of opinion in the conference was that everybody there would join in preparing an act and getting from the Legislature a practical law, under which the University Regents could get every dollar possible out of mineral-bearing lands.

Q. Yes? Isn't this true, General Pollard, and don't you know it is a fact that this is just exactly it: That the Board of Regents, including Judge Batts, who is attorney for the Gulf Production Company, wanted to get hold of these lands, so they could, as you say, bargain, trade and traffic in them, and take them out of the hands of J. T. Robison, Land Commissioner, who has been handling these things for a quarter of a century?

A. It is not true.

Mr. Allen: One moment, Mr. Chairman. We object to that.

A. It is not true.

Mr. Allen: Well, all right.

Q. At least the discussion was gone into in this conference that they wanted to be taken out of the Land Office and turned over to the Board of Regents, or some committee?

A. It was not.

Q. That wasn't discussed, you say, in your hearing?

A. Never any kind of discussion about putting it in the hands of the Board of Regents, or any other officer, or set of officers. The discussion was that the important purpose was principally that the University could get out of them every dollar that was possible. There was no intimation that the Board of Regents wanted to manage it or take it out of the hands of the Land Commissioner.

Q. General Pollard, I will ask you if you know, or do you know, that at the time all of these matters came up the Gulf Company, one of the big com-

panies of Texas, was the owner of mineral rights in thousands of acres out there in West Texas?

A. I do not know the extent of the holdings of the Gulf Company, nor do I know whether they had any at all. I have never had any litigation which involved any of the holdings of the Gulf Company except the suit in Hutchinson County. I don't know how much they own, if any at all.

Q. I will ask you, General, if you know, whether in this conference, and probably at one time in your office, the matter came out that one of the reasons why it was not wanted to make these sales in January was because if these fields were opened up in Ward and Andrews Counties of these University lands, that the production would be increased and the price of crude and gasoline would go down? Wasn't that one of the things behind it?

A. I don't think so. At that time there was a lot of controversy about the University fund, in connection with the conservation of oil in Cold Springs, and a few days ago, as to the practicability of the conservation of oil by regulating the production of it, so as to keep the price up. That was gone into at that time, was a question in there at that time, and it has been in this State, and all over the United States for the last year or more.

Q. Well, you did hear it urged, General Pollard, as a good reason in opposition to the stand taken by the Land Commissioner, that it was not economy at that time for the Land Commissioner to advertise these lands?

A. Yes.

Q. That it was not economic?

A. It wasn't wise, and it was a wrong time to sell them. It was an economic error on the part of the Board of Regents to put the lands on the market.

Q. An error from the standpoint of whose interest?

A. The interest of the University of Texas.

Q. Well, isn't it true, General Pollard, and don't you know that, that these fifty thousand acres, that it has come out in the testimony and it is established that more than $75.00 an acre was offered and paid into the Land Office on that fifty thousand acres?

A. I don't know how much.

Q. And don't you know that this is wildcat land; that is to say, it has never been drilled on?

A. I know it has never been developed, yes.

Q. Well, I would like for you to explain why it would not have been to the interest of Texas to have received over $75.00 an acre for 50,000 acres of wildcat territory?

A. Because they may get ten times that much a few years hence.

Q. And they may get nothing, isn't that true?

A. And they may get nothing, is right.

Q. Yes, in other words, would you say it is to the interest of the University to gamble on that $856,000.00 that Gibson, Johnson and others offered, in the long run, that that is an economic sin, is that right?

A. I don't know what you would call it, whether you would call it an economic sin or not; but in view of the conditions in West Texas, where this land is situated, and the developments out there, and the future hopes and prospects, it was wise, in my judgment for the University not to sell their lands on the 2nd day of January of this year.

Q. That it was wise in your judgment?

A. Yes. That was the general opinion of everybody present, including the Land Commissioner; at least, I heard no dissent.

Q. Now, General Pollard, in answer to my questions awhile ago as to whether it had been urged that the sale of these lands be placed in the Board of Regents, I want in that connection to read Section 9 of your petition, filed in the district court of Travis county—and this petition was the petition which was presented to Judge Calhoun, asking him to enjoin temporarily the Land Commissioner from making the sale. Now, I will read it.

"9. That the Legislature of the State of Texas will meet on January 8th, 1929, and there has been prepared during the course of the last few months, as is well known to the defendant, J. T. Robison, certain drafts of legislative bills, looking toward a repeal of Chapter 71 of the Acts of the Thirty-ninth Legislature, putting the power of the sale of University mineral lands in the Board of Regents of the University of Texas. That the said Board of Regents has repeatedly and consistently opposed the action of the Land Commissioner in undertaking to forestall the repeal of the law by the Legislature by putting the University lands upon the market for sale on January 2nd, 1929."

Now, then, is your petition true or untrue?

A. The petition—I suppose Mr. Trueheart drew it after a conference with the Board of Regents, after they had passed their resolution, Mr. Holliday and Mr. Crane, and I suppose he got his information in that respect from the Board of Regents.

Q. In other words, as a practical matter, General Pollard, isn't this the fact: That notwithstanding that the sum of $75.00 an acre was being offered for that wildcat territory, and that the money was there on deposit, and that that sum is the biggest amount that was ever offered by anybody for wildcat land in the State of Texas, that your Department, acting with the Regents, went into the district court and set up as a reason for enjoining the sale and preventing the getting of that money, that the Legislature was going to meet on January 8th and pass a law turning it all over to the Board of Regents,—that is true, isn't it?

A. That is true. We didn't know how much money had been bid. The bids had not been opened, and nobody knew whether five dollars, or five million dollars was bid. That wasn't the question before us.

Q. It had been made known through the press, had it not?

A. Not at the time that suit was filed, because the bids had not been opened. They were opened after the suit was filed.

Q. Yes, sir. General, I will ask you this: You have been interested in the University, been a student there, haven't you?

A. No, sir, I never was a student at the University.

Q. But, I say, you have studied the affairs of the University, know somewhat of the financial condition of the school, don't you?

A. Yes, sir.

Q. And about those lands?

A. Yes, sir.

Q. You are called upon to advise the Board of Regents, aren't you, as Attorney General?

A. Yes, sir.

Q. Now, then, I am going to ask you this question: You say there was going to be great loss to the University. I will ask you if you know, or if you ever heard of the University land leases being sold for as high prices as were offered at this last sale?

A. If you are keeping up with the prices that University lands have brought, you know that in fact they have leased very little on which any oil can be produced. I wouldn't undertake to compare the prices in these bids with any in the past. Besides, the question of time—

Q. Well—

A. —and the conditions at the time these bids were made, they might be altogether different from those that existed at the time bids in previous years were made, there would be no fair comparison between them so far as the amount of the bid is concerned.

Q. Now, General Pollard, I will ask you if you know this, and I will ask you if it isn't true, that at the time these advertisements were made for the sale, on January 2nd, of the 50,000 acres of land, isn't it true that at that very time the larger companies in the State of Texas had already acquired quite a big acreage of this University land in Western Texas?

A. I don't know the extent of the ownership of the large oil companies in the University lands. All the knowledge I have as to any oil companies owning any University lands is with reference to those in Reagan county, and they are not owned by what are termed the major oil companies of Texas—they are large companies, but not the Texas major oil companies.

Q. Well, General, you stated a moment ago that one of your reasons in acting as you did was because you personally thought it was to the interest of the University?

A. Yes, sir.

Q. That it would be to the interest of the University?

A. The prime moving cause of the injunction suit being filed was a resolution passed by the Board of Regents of the University directing me as Attorney General to institute the suit. I acted on that resolution; I don't know whether the suit would have been filed if the resolution had not been passed or not—probably it would, I felt that it should, and we were discussing the advisability of filing the suit in my office at the time the Regents came in and brought the resolution of the Board.

Q. General, I will ask you to name the members of the Board of Regents who took the greater part in this matter, if you recall?

A. Well, Judge Batts was interested in it. I think Mr. Crane came with Mr. Bob Holliday to the office and brought the resolution. My recollection is that Mr. R. G. Storey was also present.

Q. And Mr. Holliday also was here, wasn't he?

A. Yes, sir.

Q. He was considerably interested in the matter?

A. Very considerably.

Q. What is his occupation?

A. He is an attorney at law at El Paso.

Q. Does he represent—or don't you know that he represents several big oil companies out there in West Texas?

A. I do not. If he does, I never heard of it.

Q. You never heard of that?

A. No.

Q. Well, I will ask you this, now: General, on the basis of the interest of the University that in the event dry holes should be drilled out there in the near future, and condemn that 50,000 acres of land, so that it would become worthless, then, I will ask you, would it be to the interest of Texas and the University to take that $856,000.00 or turn it down?

A. Well, you are getting into the field of speculation in the oil game. Certainly, everybody knows that if the leases turned out to be dry, that it would be to the interest of the University to take the $856,000.00 rather than nothing.

Q. Well, —?

A. It is a speculative proposition.

Q. Yes, certainly it is speculative. But that is the hazard the University is running, isn't it?

A. You run a hazard at all times when you postpone the sale of any real estate, whether it has got minerals on it or not, it depends on future development, every man that owns a tract of land is running a hazard, regardless of what the price is.

Q. Now, I want you—you stated a moment ago, and I believe you answered the question, but isn't it true that in Section 10—that in Section 10 of your second petition filed in the district court of Travis county, you allege as one of the grounds for a temporary injunction the fact that the Land Commissioner had refused to do what you told him to do?

A. I think so.

(The proceedings were interrupted for a moment by the receipt of a message from the Senate, after which the introduction of testimony was resumed as follows, towit):

Q. General Pollard, I want to read one of the allegations that is contained in your petition to enjoin the executive of the Land Office. It is Section 10 (reading as follows, towit):

"That the Attorney General of the State of Texas has officially advised the defendant, J. T. Robison, upon his written request for such advice, that he had the power to postpone the sales advertised for January 2nd, 1929, until some later date in January, but, he says, defendant has refused to follow this advice with reference to the land hereinbefore described, for which he claims that he had a specific demand by virtue of the law before referred to, received in the Land Office November 19, 1928."

Now, then, you say you were merely "advising him," and in this you set up as one of the grounds for the extraordinary writ of injunction the fact that he refused to do what you told him to do—isn't that true?

A. Yes, sir.

Q. And that is sworn to by C. W. Trueheart?

A. Yes, sir.

Q. Assistant Attorney General. Then, that being true, doesn't that indicate, General Pollard, that Mr. Trueheart was endeavoring to have the Land Commissioner do what he wanted him to do?

A. Well, we were basing the application for the injunction on the proposition that the Land Commissioner had been advised as to the course he should pursue, by the department of the Government which, under the Constitution, was his legal adviser, and he had refused to follow that advice—as one of the reasons the temporary injunction should be granted.

Q. Yes. Now, General Pollard, as I recall it, as I understand it, you personally did not have much to do with this, as I remember, but, as a matter of fact—to get to the bone of the matter—isn't it true that Mr. Trueheart all the way along became the zealous, intensive and radical advocate for the Board of Regents in their views, for the proposition of taking the lands from the Land Commissioner's office and turning them over to the Board of Regents, and that he was not acting deliberately and calmly, as a judge of law, giving an opinion, but was a zealous and intensive advocate on the part of the opposition to Mr. Robison?

A. That is not true.

Q. You don't think that is true?

A. Mr. Trueheart never acts on anything except deliberately and calmly. He is the most careful, painstaking man in his opinions and in deciding

upon things that he should do that I have ever come in contact with.

Q. I don't think that answers my question, General, to say that he is calm and deliberate. I am asking you, though, isn't it true that in this matter he went beyond the point of merely giving advice as Attorney General, and actively insisted that the Land Commissioner should do certain things—that is, postpone the sale of the lands, for instance?

A. He insisted that was the law, and that he had the right to do it, and, in view of the conditions, that he ought to do it. But he did not occupy the position of a partisan of anybody; and, so far as that is concerned, I vouch for and endorse and confirm and approve everything that Mr. Trueheart did in this transaction.

Q. Yes, including Section 10 of this petition?

A. Yes, sir.

Q. In which you set that up as a ground for injunction, the fact that the Land Commissioner did not obey him, Mr. Trueheart?

A. Yes, sir.

Q. That is, your department?

A. Yes, sir.

Q. As a ground for injunction? And do you think, as a lawyer, that was ground for injunction?

A. I think it was one of the reasons why an injunction ought to have been granted.

Q. In other words, your opinion of law is that any executive of this State—outside of the Governor, of course—ought to be enjoined from doing an act that you advise that he should not do?

A. I don't say that, I don't mean that. I mean that under the peculiar circumstances of this controversy, that, the legal department of the Government, having advised Mr. Robison as to what the law was, he ought to have followed the advice, as he stated in conference that he would do it.

Q. Now, do you recall, General Pollard, in this bill of January 11th, which repealed the leasing Act of 1925, and specifically demanded that the sales be not made and that everything be canceled and wiped out and done away with, do you particularly remember Section 3, General, of that act?

A. I do not. I wouldn't undertake to state the wording of that act. I know the general tenor of it, is all.

Q. You do not remember that Section 3 of that act provides that all of those lands advertised for sale on January 2nd, 1929, and not withdrawn, that the Land Commissioner is ordered not to make that sale and that such sale is hereby recalled and canceled, etc.?

A. I remember that that was in the act. I know that the purpose of the law was to prevent, if possible, by a legislative act passed at that time, the Land Commissioner from selling a single acre of the University lands.

Q. That were advertised?

A. Advertised or otherwise.

Q. Now, are you further acquainted with the fact that when that act came before Judge Moore, in the District Court of Travis County, that he held Section 3 of that act void and unconstitutional?

A. Yes, I know that.

Q. After hearing the attorneys for the State, the attorneys for the Land Commissioner, and the attorneys for the intervenors, Gibson, Johnson and Renand and the intervenors, Campbell and Brown?

A. Yes, sir, I do; that is true.

Q. That that matter is now pending in the Supreme Court of Texas on questions certified from the Court of Civil Appeals at Austin?

A. Yes.

Senator Price: That is all, Mr. Speaker.

Judge Freeman: May we have just a minute for conference, before we begin our redirect?

The Speaker: Yes, sir.

Re-Direct Examination.

By Judge Freeman:

Q. General, at the request of a member of the Committee, I propound to you this question: Has the policy of the 1925 Reappraisement Act as amended by the First Called Session of the Thirty-ninth Legislature ever been challenged in the courts, and has such amendment been reviewed by the Supreme Court?

A. Not that I know of.

A Member: I couldn't hear that question. Will you read a little louder?

Q. The question reads: Has the policy of the 1925 Reappraisement Act as amended by the First Called Session of the Thirty-ninth Legislature ever been challenged in the courts, and has such amendment been reviewed by the Supreme Court? Did you get it?

The Member: Yes.

A. I don't think that any portion of that act has come under the review of the courts; if so, I have no recollection of it. The original act was passed in 1925, amended in 1926, and I don't think that it has ever been before the court.

Q. Did the Land Commissioner ever ask, so far as you know, for a supplemental opinion on the question discussed in the departmental opinion in evidence?

A. Not that I know of.

Q. You have been asked, General, about your individual opinion on the question discussed. Does the departmental opinion reflect your individual opinion at this time and at the time it was given?

A. Always—the departmental opinion always reflects the personal opinion of the Attorney General and the majority of his assistants.

Q. At the time Judge Batts and Mr. Holliday, Mr. Crane and Mr. Storey, members of the Board of Regents of the University, were discussing these matters with you, were they discussing this matter purely and solely as members of the board, or otherwise?

A. Absolutely as members of the Board of Regents.

Q. You have testified, General, that at the time this discussion was had certain legislation was expected to prevent the sale of the lease of University lands?

A. Yes, sir.

Q. Did that legislation materialize or become a law?

A. It did.

Q. At the time the petition for injunction was filed and at the time these discussions were had, had you and the Attorney General's Department knowledge of instances where sales of leases had been made of University lands for a small consideration, from which great production had been obtained?

A. We didn't have any method of keeping up with the consideration that was paid for those leases to the Land Commissioner, no records in our office in regard to those things at all. We never knew when a lease was made and what the Land Commissioner got for it.

Q. I will ask you this question, General: From knowledge otherwise obtained in any way, did you have that information?

A. Well, I have formed the opinion—

Mr. Smith: Judge Sinks, of course, we object to any opinion that the witness may have formed as to the acts of the Land Commissioner. Let him testify as to what he knows.

Judge Freeman: The question is withdrawn in the interest of time.

Q. General, can you supply to the Committee a copy of the resolution of the Board of Regents requesting the filing of the injunction suit?

A. I am sure I can; I have the files in the office.

Q. When Mr. Trueheart, or Mr. Crane, or someone testifies, will you be good enough to send the resolution, or a copy?

A. I will be glad to.

Q. That is all.

(Witness excused.)

The Speaker: Are you ready for the next witness?

Mr. Allen: The next witness is Governor Moody.

The Speaker: I want to ask the unanimous consent to hear Mr. Wade. Mr. Wade has been waiting all morning.

(By unanimous consent, Mr. Wade was permitted to address the members, and he invited them to make an automobile trip to Fredericksburg, Mason, and other points of scenic interest on Sunday.)

Mr. Rountree moved that the Committee rise, report progress, and recess until 2 o'clock p. m.

Mr. ———— offered a substitute motion that the Committee rise, report progress, and ask leave to stand adjourned until 10 o'clock Tuesday morning.

Mr. Rountree's motion to recess until 2 o'clock prevailed, and the Committee thereupon adjourned at 11:45 o'clock a. m. until 2 o'clock p. m. of the same day.

SATURDAY, JUNE 15, 1929.

AFTERNOON SESSION.

The House of Representatives met pursuant to adjournment at 2 o'clock p. m., Saturday, June 15, 1929, whereupon the following proceedings were had:

Mr. Forbes: Mr. Speaker.

The Speaker: The gentleman from Parker.

Mr. Forbes: I move that the House resolve itself into a Committee of the Whole.

The question was taken and the motion prevailed; whereupon the following proceedings were had:

Governor Dan Moody, a witness in behalf of the proponent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Allen):

Q. Governor Moody, you are now the Governor of the State of Texas, and was Governor of the State of Texas in December, 1928?

A. Yes, sir.

Q. Did you have any conferences or conversations during the month of December, 1928, with the Land Commissioner, J. T. Robison, relative to the sale of oil leases on University lands?

A. Yes, sir.

Q. About when did you have the first conversation or interview with him upon that subject?

A. I don't remember the exact date. It was in December. I would judge that it was subsequent to the tenth of December and prior to the twentieth. I feel it was between those dates, and perhaps around the fifteenth, as near as I can come to it.

Q. Possibly we can arrive at it in this way. You were present the time when Attorney General Pollard testified?

A. Yes, sir; I heard part of his testimony.

Q. And he stated that he felt quite sure that the interview you all participated in at your office occurred on the twentieth of December. About how many days was it prior to that conference in which you all participated that you had your first conversation with the Land Commissioner?

A. I have no independent recollection of the date that Mr. Pollard and the others were present when we had a conference with Mr. Robison. I assume that is about the correct date. I would say I think the conversation I had with Mr. Robison on this subject was a matter of three or four or five days, or such matter as that, prior to the conference between Mr. Pollard, Dr. Benedict, Mr. Robison and Judge Batts and myself.

Q. Then that would put that probably along about the fifteenth, sixteenth, or approximately that date, of December, as near as you can approximate it?

A. Somewhere along in that period of time, yes, sir.

Q. Now, Governor Moody, I will ask you to kindly state to the members of the Committee the occasion that brought about that interview or conference with the Land Commissioner, and state all, as nearly as you can, that transpired between you and him on that occasion and in that conversation relative to the sale of leases of University oil lands?

A. Mr. Allen, I didn't charge my mind with the details of that conversation, because, of course, I never had any idea I would ever be called upon to give its details. The best I remember, I called Mr. Robison and arranged an appointment with him and discussed with him the proposed sale of these University lands.

Q. At the time you called him over the phone and arranged to make an appointment to discuss that with him, had you learned at that time, from any source, that the University lands were being advertised for sale on January 2 and at other dates during January?

A. Well, before I took the matter up with him I, of course, knew or had heard that they were advertised for sale.

Q. Go ahead.

A. Mr. Robison and myself perhaps had more than one telephone conversation before I first talked with him about it; and I know that Mr. Robison on one occasion, and perhaps on more than one occasion, came to the office to see me, and I was engaged and didn't get to see him; but I think that one of those times at least was in connection with this matter; and there may have been telephone conversations between us about his coming over to see me about this matter of selling these leases on these University lands.

Q. The telephone calls and conversation resulted in an interview between you and Mr. Robison. Now, state kindly to the Committee what was said and what transpired with reference to these matters in that conversation between you and the Land Commissioner.

A. The best recollection I have on the matter is that I asked Mr. Robison about what his plan was about it, what leases he was proposing to sell. In that conversation I think I was finding out what the situation was, more than anything else. And then I arranged a conference between Mr. Robison and myself and the other parties. But in this first conversation I could not undertake to give you details of that conversation, except that topic of discussion was the sale of the leases on University oil lands.

Q. Governor, in the conversation, although you cannot undertake to detail the conversation, I will ask you if in that conversation you learned from Mr. Robison that certain lands, consisting of a hundred and some odd thousand acres, was being advertised for sale on January 2, and about 1,457,000 acres of land being advertised for sale during the balance of January; did you elicit that from him?

A. I learned from him in that conversation that some of this land was advertised for sale on January 2. The amount I cannot say that I learned in that conversation. I learned then at that time that at later dates in January

he was advertising more of the land—that is, leases—for sale at later dates in January; I believe beginning after the fifteenth of January.

Q. And you do recall, I take it, that all told he proposed to put on the market and sell during January something in the neighborhood of a million and a half acres of University lands?

A. It was my understanding that the balance of the University lands on which leases had not been sold were being offered for sale, and approximately in the neighborhood of a million and a half acres.

Q. Exactly. Did you ascertain from Mr. Robison, the Land Commissioner, in that conversation that he regarded it as mandatory on his part to make those sales in every instance where demands had been made in writing for sales?

A. Well, I understood from Mr. Robison either at that time or in the second conversation, and I think it was at that time, in the first one, that it was his understanding that the law required him to offer for sale leases on University lands where there was demand for them.

Q. Every month, when there was demand for them, his construction of the law was that he had to make the sale?

A. Yes, sir.

Q. And you ascertained from him that, acting with that belief, he had advertised certain lands for which demand for sale had been made on January 2?

A. Yes, sir.

Q. Directly made; and then this other million and some odd acres, that was just in his opinion a general demand?

A. Well, Mr. Allen, I don't know about that now. I couldn't testify to the details embodied in your question, but my understanding was that Mr. Robison contended that there was demand for the sale of the leases on this land, and that he was offering it for sale.

Q. All right. Now, after the talk with Mr. Robison about the matter did you bring about any further conference between yourself and Mr. Robison and others with reference to this mattter?

A. Yes, sir. I arranged a conference between Mr. Robison and the President of the University, Dr. Benedict; Judge Batts, who I understand is Vice Chairman of the Board of Regents, a member of the Board of Regents, at any rate, and Mr. Pollard, the Attorney General, and myself.

Q. The occasion of your bringing about that conference was the assurance that you had at that time from the Land Commissioner that he felt called upon to make these sales in January?

A. Well, the purpose of that conference was, this land was advertised for sale, the leases on it, and it apparently was going to be sold, and the purpose of this conference was that these parties might discuss with Mr. Robison the wisdom of the policy of offering that land for sale in that quantity.

Q. Was the purpose limited to that, or was it two-fold, to discuss the wisdom and to provide a policy of making the sales at that time, and in the event it was not wise to discuss the question of whether or not he could postpone the sales until after the Legislature met?

A. Well, yes, that was one of the things I had in mind, that it should be postponed until after the Legislature met.

Q. Now the first lands that he had advertised for sale in January were to be sold on January 2?

A. That was my understanding.

Q. And what time did this Legislature convene in regular session after January 2?

A. January 8, I believe it was.

Q. Then at the time you were acting with these gentlemen in this conference you, of course, knew that after the eighth the wisdom of the sale of those lands under the Act of 1925 could be passed on by the Legislature and determined by them, and such legislation enacted as they deemed in the interest of the University and the people of Texas?

A. Let's see that question.

Q. I say that at the time you were in this conference you knew that the Legislature would meet on January 8, and you knew that by a postponement until after that date an opportunity would be afforded the Legislature to determine the wisdom of selling those lands and to pass such legislation as they deemed necessary to protect the interests of the University and the public?

A. Yes, I thought if postponed until after that date the Legislature would have an opportunity to pass upon the wisdom of offering these leases for sale.

Q. Then, having those things in view, you brought about the conference between yourself, Mr. Robison and the other gentlemen you have named?

A. Yes, sir.

Q. Now I will ask you to kindly tell this committee as nearly as you can the results of the conference and dis-

cussion that took place and the conclusions reached by those present?

A. Well, we discussed the amount of land. There was some mention made of that, and the amount that was to be sold on January 2, and the amount that was to be sold on the subsequent dates in January. You understand, of course, that when I say sale of lands I mean sale of leases on University lands. And that was discussed. I remember that I took the position that the statute under which Mr. Robison was operating was what I called a development statute, and that conditions had changed since that statute was passed, with respect to the land belonging to the University; and that I thought the Legislature ought to have an opportunity to determine whether or not it would continue the legislative policy declared by that statute. And that led to the discussion of whether or not the proposed sale of those leases could be postponed, and there was a discussion about the right of the Commissioner to postpone the sale of the leases. And the Attorney General was there, and first we discussed the question about Mr. Robison resting under a mandatory statute that he offer these leases for sale.

Q. He called your attention, I believe, to the Theisen case?

A. Yes, I remember he mentioned that case, and we sent out and got the case, if I remember. I am not sure that is the name. Anyhow, it was a case he cited, decided under this statute. We brought the case in, and Mr. Robison said that the court held that it was mandatory upon him to offer these leases for sale when there was demand, at least once a month. I took the case and read it; that is, I read part of it. He indicated the column to read from in a volume of the Southwestern Reports he had, and I read a part of the column, and said, "You are mistaken. There is nothing in here holding this mandatory." And he said, "You didn't begin far enough up." I read it over again, and I thought after reading it that he was correct, that the court had held that the statute was mandatory, and that he was required to sell it upon demand at the times specified in the statute.

Q. During the month?

A. During the month, yes, sir. This question came up about his right to postpone the sale and about the wisdom of allowing the Legislature to determine whether this land should be sold. Mr. Robison said he didn't know about his legal right to postpone the sale. Judge Batts discussed that some, and Mr. Robison cited another case, the style of which I do not remember. We sent and got that case, and I read that case. I think I read it all, and I think maybe I read it aloud, or maybe some of the others of them read it. I am certain I said it was my construction of the case that it was not in point. Mr. Robison said he thought it was. At any rate, the question was what would be the effect of postponing, on those who had filed.

Q. The question of vested right?

A. Yes, sir. Then finally, after this discussion had gone on for some time, I asked Mr. Robison I think about the Attorney General's opinion in that matter. After some discussion, Mr. Pollard said that he thought that Mr. Robison could postpone the sales so as to give the Legislature an opportunity to consider the matter.

Q. To a later day in the month?

A. To a later day in the month, yes, sir. I remember one sentence at least in the conversation that Mr. Robison said to Mr. Pollard: "Now, Claude, I don't want the Supreme Court to spank us"; that he wanted to be certain about it; and there was something said about writing a letter; and I understood from Mr. Pollard's expression that the lease sales could be postponed to a later date in the month of January.

Q. So that the Legislature could act on it?

A. Yes, sir.

Q. Now at the request of a member of the House, that conference was prior to December 21, or about that time, 1928?

A. I will tell you I think it was.

Q. This last conference?

A. Yes, sir. This last conference was I think prior to the twentieth of December. It might have been on the twentieth or the twenty-first; but right about the twentieth of December was the second conversation.

Q. After the Attorney General expressed the view that the sales, or the conclusion of the sales, could be postponed until later dates during that same month, under the decision in the Theisen case, where the court held that the act was mandatory, was there any understanding then between those present as to what he would do in the event the Attorney General would furnish him a written legal opinion upon that subject?

A. I think the question was asked

about Mr. Robison taking the opinion of the Attorney General on this law question, and Mr. Robison said or indicated that he was willing to accept the Attorney General's opinion on the law question. That was my understanding about it.

Q. Then when the Attorney General rendered his opinion, and Mr. Robison agreed to accept the opinion, the conference dissolved, did it?

A. I don't mean, you understand, that Mr. Robison said then that he would accept that opinion Mr. Pollard had expressed there. There was something about Mr. Pollard writing a letter. Mr. Robison said he was going to write Mr. Pollard a letter. I did understand Mr. Robison to say that he would be willing to accept the opinion of the Attorney General, which I understood to mean an opinion that he was going to write Mr. Robison in response to a letter Mr. Robison would write.

Q. You then considered the matter to all intents and purposes settled?

A. I paid no further attention to it, at least, for some days. I dismissed it from my mind and supposed it was a settled matter; that if Mr. Pollard changed his mind I would hear of it, and that if Mr. Robison changed his mind I would hear of it.

Q. Then the latter part of December did anything transpire that brought the matter to your attention again?

A. Well, I had dismissed it from my mind, as I say, and I was out on a ranch out west of Kerrville some time after Christmas. I can't give the exact date, but it was some time after Christmas that I went out there. And I got a telephone call from Mr. Sherrill, a newspaper correspondent here in Austin, about the matter. I suppose I had better not state what was said in the telephone conversation.

Q. Yes, unless there is objection, go ahead. I think they would possibly like for you to tell it all.

A. Mr. Sherrill said the suggestion of a special session of the Legislature had been made, and wanted to know what I was going to do?

Q. For what purpose?

A. For the purpose of ordering a postponement of these sales. I told him that I was out there hunting, and couldn't decide a question of that kind, and would be back in Austin the following night, I believe it was. That was the first day I was out there, and I told him I would leave the next day and come back to Austin.

Q. Did you do that?

A. Yes, sir.

Q. Then what transpired, if anything?

A. Well, there was another thing about it out there. Mr. Holliday, Mr. R. L. Holliday, at El Paso, was trying to get in touch with me by telephone.

Q. One of the Regents of the University?

A. Yes, sir. And he sent a telegram to a gentleman there in Kerrville, Mr. Baker, W. C. Baker, I think are his initials, which Mr. Baker delivered to me; had some communication from Holliday. Then I came back to Austin, and when I came back I learned that Mr. Pollard had written that letter and opinion to the Land Commissioner.

Q. An opinion?

A. Yes, sir. I learned that that letter had been prepared by Mr. Trueheart. The question was considered about whether or not the leases that were offered for sale would be withdrawn and postponed until a later date. And I got in touch with Mr. Walker over the telephone, who is an employe in Mr. Robison's office.

Q. Chief Clerk of the Land Department?

A. I talked to him about the matter, and then finally got in touch with Mr. Robison. He was at the Callahan Ranch down in South Texas. I had a telephone conversation with him about the matter.

Q. State the substance of the conversation as near as you can?

A. I told Mr. Robison I understood that those sales that were set for January 2 would not be postponed. That was the substance.

Q. That you had learned that?

A. Yes, sir; that I had learned that, heard that; that I had seen a copy of Mr. Trueheart's opinion, the opinion prepared by him and sent to the Land Department; that I thought they ought to be postponed or something; and I asked him when he would be back in Austin; that I wanted to talk about it; and he said well, that he would leave the next morning, and he said he would be in his office Monday. I says, "I will be at your camp in the morning."

Q. In other words, you didn't feel that you could wait, and you decided to go to him?

A. Yes, sir; I didn't think I could wait. I had planned a trip down in that country anyhow, and I told him I would be at his camp the next morn-

ing. He said he didn't think it would do me any good because he was going to leave there early in the morning and was coming back to Austin, and that he would be back here Saturday afternoon. I says: "That is too long. I will meet you at Dilley." He said, "All right," and I met him at Dilley the following morning, which was Saturday morning. Have you got a calendar of December?

Q. Yes, sir; I think there is one right here.

A. Yes, sir; it was on December 29, the last Saturday in December, 1928, which was the twenty-ninth, that I met him at Dilley.

Q. How did you go, by automobile?

A. We went in an automobile.

Q. Who went in the car with you?

A. Mr. Claud Teer, Mr. Paul Page, Assistant Attorney General.

Q. What time did you get to Dilley?

A. Well, we loaded up here at Austin that night, Friday night. I went to San Antonio and spent the night in San Antonio. I talked to Mr. Robison after dark, some time after supper, dinner I guess they would call it at Dallas, supper at Taylor. I talked to Mr. Robison after supper, and Mr. Teer and Mr. Page and myself got some hunting paraphernalia and put in the automobile, inasmuch as we were going in the region of where they were hunting; and we drove to San Antonio and spent the night there; and got up early the next morning and drove to Dilley. I was to meet him there at 7 o'clock. We got in there somewhere around about 7, or a few minutes after. And I remember it had been very foggy driving down there, and we were a little late. We went into the hotel, and didn't see Mr. Robison, and phoned down to the Callahan Ranch and talked to the wife of the manager of the ranch, and she said they had left there, and we went back to the hotel. We saw a car that we thought was Mr. Robison's, and we went right in the hotel, and Mr. Robison walked out of the wash room. He was there all the time, but we didn't see him because he was in the wash room cleaning up.

Q. Then Mr. Robison and yourself and Mr. Teer and Mr. Paul Page went in the dining room to breakfast?

A. Yes, sir. I had had my breakfast, but I believe I suggested that we go in and have coffee.

Q. And you remained in the dining room until about 10 o'clock?

A. We had eaten breakfast before we left San Antonio, but I proposed that we go in there and sit down and drink a cup of coffee and discuss this matter. Mr. Robison went in there with us, and his son was with us, I believe. I don't think his son came in. But Mr. Page and Mr. Teer and Mr. Robison and myself were in the dining room. Mr. Robison had something to eat, and some of the rest of us took some coffee. That was somewhere along about 8 o'clock, I would imagine. We talked there until everybody had quit eating breakfast and up until about 10 o'clock in the morning.

Q. Kindly tell the Committee, in substance, what was said, and what conclusions were reached in that conference?

A. I had a copy of the letter that had gone from the Attorney General's Department to Mr. Robison. I handed that letter to him, and he read it over, and took a pencil and made some marks on this copy of the letter that I had; and he said that the opinion that was expressed in that letter was not supported by the citation of any authorities; and that he had said that he would accept the legal opinion of the Attorney General, but that this letter cited no authorities in the matter. And I told him that I didn't know that there were any authorities that could be cited on it, it being purely a matter of whether he could postpone these sales until a later date in the month. Mr. Robison said this statute was compulsory and binding upon him, and that he did not have any option in the matter; that he had to sell them, and that he had demands for them. He didn't name any of the people who had made demands for the sale of those leases, but he said he had demands, and that he had told some people that he would offer them for sale on those dates, and that he was going to have to go on through with it. I undertook to present what I thought was the proper policy in reference to the matter from the standpoint of conserving what the University had out there. And Mr. Robison stuck to his position and said that he had to do it. Then we got on to the question of a special session of the Legislature, and that was discussed; and finally I told him that if I had known that there was going to be any hedging about this thing that I would have called a special session of the Legislature to consider the matter as to whether these leases should be sold in such quantities and at such times.

Q. Did you or not tell him that you had understood that the matter was virtually agreed on?

A. Yes, I told him that I thought it

was settled there by that conference in the office. And I told him I didn't want to call a special session of the Legislature because it cost too much money. And many things were said that I can't remember to repeat here.

Q. You both got very earnest in the conversation before it was over, I presume?

A. Yes. I don't think anybody spoke a word in the conversation except Mr. Robison and myself, except one time Mr. Page asked two questions, I believe it was. But I don't think Mr. Teer said a word. So far as I know, in all this conversation, he never opened his mouth. Mr. Page can give you those questions that he asked better than I can.

Q. Go ahead.

A. And I believe Mr. Robison said that while he could postpone all except that upon which he had specific demand, and that if I would not call a special session of the Legislature he would come back to Austin and postpone all upon which he had not had a specific demand, that he would have to go ahead with that on January 2. Well, I asked him how much land that would be. He didn't know exactly, he said, but that he felt certain twenty sections would cover it. And I figured it out on a piece of paper at twenty times 640, and asked him if he was certain that would cover it, and he said he felt certain that would cover it. I told him I was not going to bind myself to call or not to call a special session of the Legislature; that I would not promise any man, in consideration of him doing something or not doing something, that I would call or would not call a special session of the Legislature; that it was an official duty that nobody could discharge but me, and that I was not going to enter into any agreements about the discharge of it. Mr. Robison reminded me that in the sale of these leases he was the only official charged with responsibility, and I recognized that.

Q. And that nobody had a right to postpone the sale of those leases?

A. I think that was said; yes, sir. I asked him if I could depend upon the statement that he would withdraw all except that upon which he had specific demand, twenty sections, and he said yes. Several times Mr. Robison stated that he felt certain twenty sections would cover the land. So I got in the car, having anticipated that we could dispose of this thing without any difficulty—I was disappointed, and I didn't think we ought to go on—and we turned around and came on back to Austin.

Q. And gave up your hunt?

A. Yes, sir. I met Mr. Trueheart in San Antonio and told Mr. Trueheart what had happened, and then came on back up to Austin. When I got back to Austin I found that the Board of Regents, or at least part of the Board of Regents, were fixing to take the matter up with the Attorney General's Department.

Q. I will ask you whether or not you recall whether Mr. Crane was in that meeting?

A. I don't know when Mr. Crane got to Austin, but Mr. Crane and Mr. Holliday came to Austin, and Mr. Howard.

Q. Do you know whether R. G. Storey came?

A. I don't know whether R. G. Storey came or not. I know those three men were in Austin, for they came into my office. At any rate, I got back to Austin and found that the Board of Regents had taken up the matter of an injunction suit. The Attornely General, I think, had gone into the matter and had given it consideration. And when I learned that the Attorney General's Department were planning to look into the feasibility of the thing again I felt that they were able to handle the matter, and there was nothing further for me to do in it, for the time being, at any rate.

Q. And the Attorney General's Department immediately after that filed their suit for an injunction here, and a temporary order was granted, and it was out of your hands?

A. I knew by hearsay that the Attorney General's Department did file suit. I learned that from the assistant who was working on it and preparing the petition, and when I learned that I told them to handle the matter, and took no further part in it.

Q. You had no further connection with it until after this Legislature met, and then you gave some suggestions, I presume, as to what should be done.

A. I suggested some things in connection with the Land Department. I don't remember whether I suggested it to the Legislature or not, but I conferred with members of the Legislature about a bill that was passed withdrawing this land from the market for the time being.

Mr. Allen: I see. Judge, have you anything you want to suggest?

The witness is with you.

Cross-Examination.

(By Senator Price):

Q. Governor, you say it was in the

month of December last year when these negotiations—that is, the talk about the sales commenced—so all of the conferences or conversations that you had with reference to the matter occurred in the month of December?

A. All of those I have told about here occurred in the month of December, and I—now, if you mean with Mr. Robison and Mr. Pollard and Dr. Benedict and Judge Batts, and I would say it was the 12th or 14th of the month, and maybe it was the 10th of the month.

Q. Yes. Now—

A. Now, then, I will say this—do you mean all in connection with it, is that what you mean?

Q. The whole thing.

A. All right. Well, now, if I am not mistaken, Bob Holliday—R. L. Holliday, a member of the Board of Regents, from El Paso—he spoke to me about that thing once, and that, I think, was before the month of December—I think that was along some time about Thanksgiving, to the effect that these leases—they ought not to sell them, but they were proposing to sell them—I think he spoke to me about it in November, maybe, and I think I got a letter from him about it in November—and, I don't remember—I think his letter, perhaps, was the first that I heard about the matter, and I found out after that—of course, I heard many people talk about it. The only official conference, that I have mentioned here, occurred in December.

Q. Then, the first intimation that you had from any source, as you remember it, was from Mr. Holliday of El Paso, either in conversation or by letter?

A. Well, I think the first information I had on the subject was a letter from Mr. Holliday. Then the next that I heard about it, I think, was in a conversation with Mr. Holliday, and that conversation occurred on the road from Austin to San Antonio; I was going to San Antonio, where I had an engagement to speak before the State Teachers' Association, and Mr. Holliday was here in Austin, going to El Paso, and Mr. Shearn Moody, of Galveston, was driving to San Antonio, and Mr. Shearn Moody and some gentleman whose name I don't recall, and this gentleman's wife—Mr. Moody invited me to go to San Antonio with him, and Mr. Holliday was going to El Paso, by San Antonio, and I asked him to take Mr. Holliday along. We rode to San Antonio with Mr. Shearn Moody, and on the road to San Antonio, why, he mentioned the matter. That was the first conversation there was about it, as I recall now. I think I had gotten a letter from him before that. And that trip was made, unless I am mistaken, on Friday after Thanksgiving Day; I think that Mr. Holliday had been here at the football game on Thanksgiving, and I think Mr. Moody, of Galveston, had been up here to the football game on Thanksgiving, and I think this was on Friday following Thanksgiving Day, that we had to leave a little early in the afternoon and make the run to San Antonio in time for me to fulfill my appointment down there at the State Teachers' Association. I think it was probably Friday, which would be the 30th of November. Wouldn't it?

Q. The day after Thanksgiving?

A. Yes, I think it was the day after Thanksgiving.

Q. Now, then, that was Wednesday, the day after Thanksgiving?

A. Friday after Thanksgiving, is my recollection; I might be wrong on that, but I think it is correct.

Q. At any rate, Mr. Holliday—R. L. Holliday, of El Paso, first spoke to you about this matter?

A. Yes, sir.

Q. Now, then, who was the next person who spoke to you about the proposition of postponing or doing away with the sale of leases of these lands?

A. The next person that I recall who spoke to me about it was Judge Batts.

Q. That is Judge R. L. Batts of Austin?

A. Yes, sir. Now, I am not positive that he was the first one that spoke to me about it. I received some letters from other people later on about this thing. I didn't pay much attention to it, I don't know that I answered them, I don't know whom they were from, I don't recall now. Numbers of people spoke to me about that, and when the discussion came up, why, the newspaper men asked me some questions about the matter; and when that occurred, or its sequence, I don't know, I didn't pay any attention to that, didn't charge my memory with it.

Q. Now, then, you have testified, Governor Moody, that you had a conference, or maybe one or two, with Mr. Robison, the Land Commissioner. I believe you made it clear that all along in those conversations with you and with Judge Batts and others, he took the position that, as a matter of law, that under the holding in the Theisen case, that it was his mandatory duty to

sell these lands when any citizen would file a demand for the sale?

A. Yes, I understood Mr. Robison's position all the time to be that.

Q. He contending for that point?

A. I understood his position all the time to be that the law, that the statute, had been held to be mandatory by the Supreme Court, and that it was a mandatory duty resting upon him to offer this land for sale, once a month, when there was demand, and that there was demand for its sale, and he was simply carrying out a mandatory duty that rested upon him as Land Commissioner of the State.

Q. Now, Governor Moody, did he not further make it clear to both you and to Judge Batts, and to other interested parties, that in his construction of the law of 1925, that one of the grounds on which it had been upheld in the Theisen case was this: That Mr. Theisen attacked this act on the ground that it delegated discretion to the Land Commissioner to sell the land when he got ready, that was the contention of Theisen. His reply to that, and in support of the validity, was that the Land Commissioner had no discretion and that where a demand was made, that his duties were merely ministerial and did not involve any discretion at all; and that when once a demand was made his acts were purely ministerial, and that, therefore, after having fixed the date, according to the statute, he had no discretion to deviate from that or to change the arrangement? Did he make that contention to you?

A. Well, that is a pretty long question, now, Senator.

Q. Well, I don't mean just those words, but in substance, didn't he make that contention, Governor, all along to you and to the Board of Regents?

A. Well, I can't answer that question "Yes" or "No." I don't remember any discussion of the various contentions in the Theisen case—or if that be the correct style of the case.

Q. Yes?

A. But I do remember that Mr. Robison called attention to the fact that the court had quoted from somewhere, something that he had filed in the case, and had upheld the contention that he had made in the case; but whether the various conflicting contentions were discussed or not, I don't remember. But I do remember and do know—you asked me whether Mr. Robison made it clear to others—I don't know whether he did or not, but he made that clear to me at least, that it was his contention, his position, that the court had construed that statute as a mandatory one, and he had carried it out and offered the sale of the land once a month.

Q. You are familiar, are you not, Governor, with the fact that in the Theisen case the Supreme Court of the State quoted with approval the construction of the Act of 1925 as given by the Commissioner in his brief,—you know that, do you not?

A. The opinion speaks for itself. I remember the quotation came from the brief or argument that Mr. Robison filed.

Q. And did you or did you not know that that quotation from that construction given by the Land Commissioner follows this language of the court: "That, as we interpret the act, it is the mandatory duty of the Commissioner to make sale of such leases when there is a demand therefor. The Land Commissioner has uniformly interpreted the act in that way, saying in his answer . . ." Then comes the quotation, Did you notice, in your investigation of the case—

A. Well, now, Senator Price, I have read that opinion twice in my life, or that part of it, and both times on that morning when Mr. Robison was in the office, and I wouldn't take the chance to tell what the intent of the law is; there is some quotation in there, but as to my testifying that he quoted that—I imagine that has to be down there, if you will let me read it I will answer your question.

Q. Well, we won't do that, I just wondered if you recalled that?

A. No. I noticed a quotation in there that I understand came from his brief or argument, but what the quotation is I couldn't undertake to say; but my recollection is it was upholding his contention that this was a mandatory statute.

Q. I was just asking that question, Governor, because you were very active in having a postponement of that sale, or its not being made. And I thought you had probably gone thoroughly into all the law available on that subject before taking the position. But at any rate, now, you got into a kind of agreement—

A. Right there, Mr. Price, let me say something. I don't want you to understand me to mean by that statement I was requesting Mr. Robison to violate the law. I was not doing that at all, nor was anybody else. The proposition that we were making was this: We didn't think anything about Janu-

ary 2nd, making the sale, but we thought it ought to be postponed in order to give the Legislature an opportunity to determine whether this statute should continue on the books or be repealed, and we were urging on him—at least I was—that this Legislature was going to meet here in just a few days, that he set this thing down for some time later, and there were various things connected with the value of the land, what the University was getting out of it, the price that could be paid under this statute, the statute and condition of things that pertained with reference to this property, and we were urging on Mr. Robison not that he couldn't sell the land, but to wait and see what the Legislature said about it, and whether that statute would be repealed or continue in effect.

Q. I understand that quite clearly, Governor, that you were not endeavoring to get the Land Commissioner to wilfully violate the law; but the situation was, he held one view and the Attorney General held another. But he did make it clear, did he not, to you, when he asserted that he would not postpone these land sales for which he had a written and specific demand, that, as he interpreted it, if he could postpone it one time, he could postpone it again, and that if he postponed it twice, he could postpone it three times, and that if that was the law, it would amount to this: That although the court had said the statute was mandatory, yet, with the discretion, the Land Commissioner could refuse to make any sales at all. Now, in justice to Mr. Robison's position, did he not make that point clear to you and Mr. Holliday, or some of them?

A. Well, Senator Price, I don't know how I could answer that question, except to say this to you: When Mr. Robison presented the argument that the statute was mandatory, we all accepted that proposition, as I understood it—certainly I did—there could be no argument about its being a mandatory statute. But the proposition as then presented to Mr. Robison was that that is all right, you ought to follow that statute—I am not saying these are the words said, but that is the idea presented about it—but here are these University lands out there, a million and a half acres out there—or some such amount; it is a tremendous amount of land to offer for lease at one time, we didn't know whether there was any money for any such amount as that—it is sold under the statute—why, they say the fellow who pays ten cents for the first year can get it, or some such low figure as that; the University hasn't got as much as some of us hoped for out of that property out there, it gave promise of being the most handsomely endowed institution in the whole world, perhaps, and this statute was passed to encourage development; and in view of many things involved at this time, that they ought to wait to sell it, postpone the sale, until the Legislature had an opportunity to repeal the law.

Q. Yes, you made that clear in your first testimony as to what your desire was in having the Legislature meet. But now, Governor, you mentioned a million five hundred thousand acres. Yet this is true, isn't it, that when you had the Dilley conference, when Mr. Claude Teer and Mr. Page were present, that the Land Commissioner did tell you that, although he doubted his authority, yet, in deference to the opinion of the Attorney General he would attempt to postpone the sale of all of the lands—that is, of this million five hundred thousand acres—that he would postpone the sale of all, except those lands for which he had a specific—that is to say, a written demand for that sale?

A. Well, he said that he would postpone all that he had advertised for sale—that is, for January 2nd—except that upon which he had a specific demand; yes, sir.

Q. Yes. And when you asked him how many sections of land there were for which he had a specific or written demand, he said that he thought it would not exceed twenty sections?

A. He felt certain twenty sections would cover it.

Q. As a matter of fact, he made an estimate on it of twenty sections. And did he not make it clear that, notwithstanding that, he would attempt to make a sale, unless restrained, of those lands for which he did in fact have a written or specific demand?

A. Well, I understood his proposition to be that he was going back and withdraw all that for which leases were advertised for sale January 2nd, except that upon which he had specific demand, and that the land he had specific demand on would be covered by twenty sections.

Q. You were familiar with the fact, were you not, Governor, that there were out and had been for some time, circulars that had been printed and gone out

to the people of this State and other States, that one hundred and three thousand acres would be sold on January 2nd, and you are familiar with the fact that Mr. Robison, the Land Commissioner, postponed—I mean to say he attempted to postpone, the sale of all of that one hundred and three thousand acres except the fifty thousand acres, and also attempted to postpone the sale of all the balance of the million five hundred thousand acres? That is correct, isn't it; didn't he issue the orders to that effect—or instrument?

A. Well, now, Senator Price, I know that only from what I have seen in the newspapers and what I have been told, and I am not prepared to testify about that.

Q. Well, you understand that to be true?

A. Well, I have never heard that questioned.

Q. Yes.

A. Now, here, your proposition about my knowing that those lists had been printed and sent out—I think I saw the first one of those after I returned to Austin from Dilley; I learned that one had been left in the outer room of the Governor's office down there, and I saw that time the first one of those after we returned from down at Dilley; that had been left there, though, some time before that.

Q. Now, Governor, you did know, did you not, that this law had been in effect since 1925, and that sales were made under it on a competitive basis, did you not?

A. Yes, sir.

Q. You understood that the law does not provide that you have got to sell to any particular person, but only to the one that pays in the most money—that is, royalty, or annual rentals for five years, plus whatever bounty or bonus he offered, and the highest bid, you knew that was the general plan of the sale, didn't you?

A. I understood that statute to provide that it was to be sold on competitive bidding, yes. But I didn't understand that any sales had ever been made under it. Did you mean to ask me if sales had been made?

Q. Did you know that sales had been made in South Texas several months before this and no question raised about it?

A. No, I didn't know about that. But I understood Mr. Robison had waited selling under this statute until this case was decided by the Supreme Court—though I might be in error about that—that is just my understanding about it.

Q. The Supreme Court decision was handed down, or this motion for rehearing was overruled, in October—I believe it was in October—and, as I understand it, why, a sale was made prior to this time and no question raised about it?

A. Well, if any sales had ever been made under that statute, I don't know if I had ever heard it, I don't know it. You gave me the first information on that.

Q. Those were isolated sales; they were not of great consequence?

A. Well, I am certain I never heard of it before, Senator, until just now.

Q. Yes, sir. Well, now, then, Governor, just this point: Were you familiar at the time, along towards the close of January, along about January 1st, and at the time in January—it was January 11th when the act was introduced and passed—did you keep up from the newspapers as to the amount of money that had been offered by the competitive bidders on some of those fifty thousand acres?

A. I saw something in the newspapers about how much some of those bids totaled.

Q. When you submitted—or, that is, when there was submitted, rather, in January—

A. Pardon me, I think also some newspaper correspondents told me something about it.

Q. Yes. Were you acquainted with the fact that, for instance, Gibson, Johnson and Renaud, for example, had offered not only the annual rental of ten cents but fifty cents rental, agreed to pay that, plus the royalty of one-eighth, and, in addition, offered the University fund in their bid $836,000 as a bonus, on part of these fifty thousand acres—did you know about that at the time or had it been related to you?

A. When—in the latter part of January?

Q. Along in January, along from January 1st to the 11th?

A. Well, Senator Price, you came to see me once, I don't remember just when it was—it may have been in December, may have been in January, I don't know when it was.

Q. Yes, that is correct.

A. And you had two gentlemen with you whose names I don't recall.

Q. And did we not state in that conference that we had with you, Governor, in reply to the accusation that some of this money was going by the board for nothing, didn't I tell you at

that time and assure you that my clients, Gibson and Renaud, not only had offered it, but had that much cash up in the Land Office?

A. Senator, you didn't tell me how much they had bid. You told me that I would be surprised that the amount—

Q. Probably so?

A. — of some of those bids, but you didn't tell me about what they offered; that would be before the bids were opened, you didn't tell me how much your clients bid before the opening of the bids.

Q. Well, it was in the newspapers?

A. Well, after these bids were opened and there was something in the newspapers, I saw it in the newspapers, that some large sums of money had been offered for leases on those lands; yes, sir.

Q. Now, Governor, this was the first advertised sale of any magnitude that had ever been tried out under this law, wasn't it?

A. Except those isolated sales that have just been mentioned by Mr. Smith —except what you and Mr. Smith told me, I am confident I never had at any time heard of the sale of any land under this statute until this matter came up.

Q. In other words, at the time this agitation came up—here is what I am driving at, Governor: That there had been no experience with any other sales, that no other sales of any consequence had been advertised, and nobody knew how much money it would bring at competitive sales, because there was no precedent, and nothing in the past to throw any light on it—isn't that true?

A. Well—

Q. Under the conditions—isn't that true?

A. Well, Mr. Price, I don't see how I can answer that question. I can only tell you this: That, so far as I know, this was the first time leases on lands of the University—or any other lands, for that matter—had been offered for sale under the provisions of this statute of 1925; there may have been some made, but I don't know. You asked me if theretofore, in the absence of that, it wasn't known, what would be paid on it; I don't know that that would have anything to do with it, saying how much you got in Nolan County, or how much you got in bids for land out here in Williamson, or out here in this oil territory.

Q. Just to state it in short words, Governor, I will ask you this: As a matter of fact, you do know that this was really the first sale of any magnitude under the law, and it being a competitive bidding statute, neither you nor I nor Judge Batts nor Mr. Holliday nor anyone else could possibly know how much was bid until the bids were opened—how much it would bring?

A. Yes, sir.

Q. And wasn't that practically the purpose of the act that was passed in 1925, to get away from a certain set price fixed, and advocate to make sales through advertisement to the public, so that a greater sum could be received on account of competition—wasn't that the purpose of the act?

A. Now, Mr. Price, I am going to have to say this about that: It reminds me of the fellow who was trying a case in the justice court and called some member of the Legislature to prove what the purpose and intent of the Legislature was in regard to a certain law. That would have to be proved by the statute, I would imagine, and I wouldn't undertake to testify as to the purpose of the statute. But my opinion would be that a competition statute would be a better way of settling it than to let some people come up and pay ten cents in money and get it; and that may have been acting on the minds of the Legislature in enacting the statute.

Q. That is exactly what I want to get at. Now, Governor, to get back to this agreement—when you came back to Austin, as I understand it, after the Dilley conference, then you turned the matter wholly over to the Attorney General's Department and washed your hands of it—of the intervention; that is, you didn't take any active part, did you—or did you—in the suit which was filed in the District Court of Travis County?

A. Well, Mr. Holliday and Mr. Crane and Mr. Howard, members of the Board of Regents, came to see me at the Governor's office, and told me that they had taken the matter up with the Attorney General's Department, with the view of bringing suit—injunction suit; and I think Mr. Trueheart, perhaps, told me in San Antonio that that matter had been suggested. They brought me a copy of the petition, I read the petition hurriedly — I don't know whether that was the petition that was filed or not—but I read the petition; and they asked me what court I thought the suit had better be filed in, and I told them I didn't know, that was a question Mr. Pollard would have to decide. And after that I had nothing further to do with it.

Q. You turned it over to the Attorney General. I believe that is all.

Mr. Allen: Governor Moody, I believe that is all. Thank you.

(Witness excused.)

The Speaker: Who is the next witness?

Mr. Allen: Mr. Chairman and Gentlemen of the Committee: With the exception of one witness, this closes our testimony in chief. As soon as we can secure the attendance of Mr. Trueheart, we will place him on the witness stand; and with his testimony, we will rest on behalf of the House. I presume that will be gratifying to the members. Mr. Trueheart, the Attorney General informs us, could not probably be gotten here today, and, under these circumstances, we have no other witness now to put on. If they want to put on any person, we would like for them to put them on in person. And we will ask the House now to take a recess until such time as they deem proper to proceed; and we will have Mr. Trueheart here at that time, we will put him on the witness stand, and we will then rest on behalf of the House.

The Speaker: You have heard the statement Colonel Allen made. What is the pleasure of the committee?

A member: Mr. Speaker, I move that the committee rise, report progress, and take a recess and stand adjourned until Tuesday at 10 o'clock.

Another member: Mr. Chairman, would you ask counsel for respondent if they would care to open their testimony this afternoon?

The Speaker: I will put that question to the counsel.

Senator Price: No. The proponents have not concluded.

The Speaker: All right.

Mr. Moses: Mr. Chairman, we do not want to try to dictate, of course, to counsel for the other side of this controversy, but I understood counsel to say that they would, with Mr. Trueheart, close the case.

Mr. Allen: No—rest.

Mr. Moses: Rest? In other words, that would be all of their testimony in chief?

Judge Freeman: Unless, Mr. Moses, there is something we have overlooked—but I think we have.

Mr. Moses: Well, that will be understood. Now, we don't want to be technical about it, not insinuating there is anything of that sort in the minds of counsel—I mean I don't want to be understood as insinuating that they are holding testimony back, but in this investigation I think the testimony offered in rebuttal should be strictly rebuttal testimony.

Mr. Allen: It will be.

Mr. Moses: We can have an agreement as to that part.

Mr. Allen: It will be strictly in rebuttal, or it would not be admissible.

Mr. Moses: Because we, as counsel for respondent, would like to have—if you call it "proponents," just for the sake of argument—the proponents—

Mr. Allen: Will you permit me to say a word?

Mr. Moses: Certainly.

Mr. Allen: Thank you. We will not offer any testimony in rebuttal except as we deem proper, in rebuttal of something you have gone into, and we would be entitled to that right.

Mr. Moses: And then, when they have concluded, then we will be ready to proceed. Now, if the committee will pardon me, there were some suggestions this morning about holding a meeting of the committee Monday. Relying upon the statement of so many members of the House—unofficially made, of course—and many of our witnesses living at such remote distances from Austin, I perhaps should not have done what I did do, and that was to tell them that if they got here Tuesday morning, it would be in time. I, of course, should have ascertained from those in charge of the proceedings before making those statements—but I did make them, made them in good faith, under what I regarded as unquestionable authority to the effect that there would be no session of the committee on Monday. And we will be ready to proceed whenever the attorneys for the House have concluded their presentation of their evidence.

The Speaker: As many as favor the motion that the committee rise, report progress, and ask leave of the House to recess until Tuesday at 10 o'clock, say "yea."

(The motion prevailed, and the Committee thereupon adjourned at 3:15 o'clock p. m. until Tuesday morning June 18, at 10 o'clock.)

TUESDAY, JUNE 18, 1929.

MORNING SESSION.

The Committee of the Whole met, pursuant to adjournment, at 11 o'clock a. m. Tuesday, June 18, 1929, whereupon the following proceedings were had:

The Speaker: The House will please be in order. When we recessed Satur-

day afternoon, we did so with the understanding that the Committee of the Whole would resume its work at 10 o'clock this morning. I believe that when we recessed the statement was made by counsel for the proponents that they would have one more witness, Mr. Trueheart. I believe Mr. Trueheart is in the House now. Will the Committee return to status?

Mr. Pope (of Jones): I move the House resolve itself into a Committee of the Whole and proceed with the work under consideration.

The question was taken and the motion prevailed, whereupon the following proceedings were had:

Whereupon C. W. Trueheart, being duly sworn by the Speaker, testified as follows on

Direct Examination.

(By Mr. Freeman):

Question: Please state your name to the Committee.

Answer: C. W. Trueheart.

Q. What is your official position?

A. I am a Special Assistant Attorney General.

Q. How long have you been Special Assistant Attorney General?

A. About three and a half years.

Q. During that time, what have been your duties—the particular subjects with which you have dealt in that capacity?

A. Succeeding Mr. Randolph about two and a half years ago, I took over land matters, water matters and banking matters in the Attorney General's Department.

Q. Are you acquainted with J. T. Robison, Commissioner of the General Land Office?

A. Yes.

Q. Did you have a conversation with him relative to the sale or disposal of University lands or leases on mineral lands belonging to the University during the latter part of last year?

A. Yes, sir, I did.

Q. Can you state the date, or the approximate date, of the conversation?

A. It was Saturday before Christmas, which would make it on the 22nd, I believe, of December.

Q. Who, if anyone, else was present?

A. Lloyd Price was present during part of the conversation.

Q. That is, Senator Lloyd Price, of counsel for Mr. Robison in this investigation?

A. Yes.

Q. Mr. Trueheart, I would thank you to state to the Committee the conversation, as accurately and fully as you can.

A. In pursuance of a conversation just before had, that same morning, with Mr. Pollard, and under instructions from him, I went over to the Land Office to see Mr. Robison. I had just gotten back to town at the time, from a business trip, and had been handed that morning by Mr. Pollard a written inquiry in the shape of a letter from Mr. Robison to the Attorney General. The question had not been investigated by me at that time. I went over to the Land Office and, as I recall it, at the door, downstairs in the State Office building, I met Mr. Price, whom I know, and he went on upstairs with me. I did not know him in relation to this matter of the postponement of the sale of the University mineral lands or leases at that time. We proceeded on up directly into the private office of Mr. Robison, and I told Mr. Robison what I wanted to talk to him about and asked and he said that it would be all right to go ahead and talk in the presence of Mr. Price. I then made inquiry as to what Mr. Price's concern was in the transaction there, as I thought the conversation was in the nature of a private matter between the departments, and he told me that, or it was stated to me, that Senator Price was representing certain persons seeking to buy. I do not think that he named his clients at the time. It afterwards developed that it was Gibson, Johnson & Renaud. The conversation was somewhat along that line that day. I had not had an opportunity to look into the question as a matter of law, but that I was persuaded at once, with the information I had as to the status of oil properties, low prices of oil, low values on mineral lands or mineral leases at that time, that it would be bad from the point of public policy to make this sale as slated for January 2nd, and the other days subsequent thereto, running through the month of January.

Q. Just a moment, Mr. Trueheart, the written interrogation which the Commissioner of the General Land Office had addressed to the Attorney General, as disclosed in the record, relative to the matter of postponement of the sale of these lands—is that the matter you were discussing with him at that time?

A. Yes, sir. And Mr. Robison stated that he wanted my legal opinion and not my opinion on the point of policy, and I told him that I was about to leave town that afternoon and was going to San Antonio, where I have always

lived, where I have lived for a long time, and would look into the question as quickly as possible and advise him by letter. Mr. Price, during the latter part of the conversation, was not present. Mr. Robison followed me on out to the door, as I recall this, it must have been about the noon hour, because the office was vacant during the latter part of the conversation, and he remarked to me that he doubted his power to postpone those sales that he had advertised for the second of January, and would like to have me investigate the law on the matter. The opinion of the Supreme Court in the Theisen case was referred to by him and by Lloyd Price, by way of argument on the question of the law, and I told Mr. Robison that I did not think that it held that he did not have the power to postpones the sales to a later date during the same month, but would look into the matter and advise him by letter later. Mr. Robison said that he wished that I would be as prompt as possible, as the notices were already mailed.

Q. I gather from your statement, Mr. Trueheart, that Senator Price, besides the Land Commissioner, was present there at that time?

A. Yes, sir.

Q. Do you recall the substance of what Senator Price said, in a general way, in the conversation that day?

A. Well, I do not know that I can give it any more definitely than I have already given it. His special thought in the conversation was that the sales, having been advertised, they cannot be postponed even within the month in which they were set, and that Mr. Robison, under the law and rule in the Theisen case, would be compelled to go ahead and make the sales. He had the opinion, and had carried it over there, and was familiar with the ruling in the Theisen case.

Q. Did you at a later date write him a letter, an official opinion on the subject, Mr. Trueheart?

A. Yes, sir. I answered his question more fully—I used to be in San Antonio, and I went up to the office of Judge R. L. Ball, while I was in San Antonio, to write an opinion in the case, and, as I recall it, probably going up there on Sunday morning, and also Christmas morning for a while, and looking into the question of law and wrote him a letter, dating it the day after Christmas, the 26th of December.

Q. A member of the Committee suggests that I ask you what was said by Mr. Price relative to his interests in the matter under discussion?

A. In answer to that inquiry. This is what his interest was in the inquiry. He stated that he represented certain parties interested in buying these lands offered for sale.

Q. These are the same gentlemen whose names you stated a moment ago?

A. Yes, sir.

Q. Did he make a statement at that time, or afterwards, in your presence, as to the extent or acreage of the land in which his clients were interested?

A. Not at the time. Of course, during the trial of the case the question was gone into very fully.

Q. Can you at this time state the approximate acreage his clients were interested in?

A. About fifty or fifty-three thousand acres of land. These lands were located in Ward, and some in Andrews counties.

Q. Do you recall the matter—the date of the first communication from you to Mr. Robison—was that December 29th—do you remember whether your first communication was of that date or not?

A. That date is not correct. My letter, as I recall it, was written Wednesday, December 26th, either without a letterhead or on Judge Ball's letterhead, because I had no stationery with me. A Department opinion, subsequently, was written the 28th instead of the 29th.

Q. You are probably correct. If you can refresh your memory I wish you would—have a copy of that opinion with you?

A. I have them. (After a moment.) I do not believe that I have them with me. They are in the records in the office.

Q. You think that you have stated them correctly already?

A. I think so.

Q. In that first conversation, Mr. Trueheart, was anything said between you and Mr. Robison, or between you and Mr. Price and Mr. Robison, relative to the necessity or propriety of postponing the sale of these lands?

A. Yes. I mentioned it when I first opened the conversation, saying that I had not investigated the law question, but felt that the matter was so important from the public or policy standpoint that I would really feel safe in winning any mandamus if one should be brought against him.

Q. Was anything said in that conversation as to the financial or business danger that would result to the Uni-

versity from the sale of University lands and leases or lands as proposed?

A. To the extent I have indicated. Of course, Mr. Robison and I did not discuss the question of propriety or policy of it again. In the first place, I felt that the economical condition affecting the sale were rather certain and clear in my mind, and, in the second place, he gave me to understand that, as plainly as he could, it was not my function to advise him about matters of policy, but rather about matters of law.

Q. Was anything said in that conversation as to the probable action of this Legislature?

A. As I recall it, some general reference was made to it.

Q. Mr. Trueheart, have you stated in substance all of that conversation?

A. Yes, sir, I think so.

Q. Did you have any subsequent conversation with the Commissioner relative to this matter?

A. Yes, sir, I did; but before that, let me explain that the letter that I had written him, the letter opinion, had been changed to a Department opinion. If you desire, I will explain the difference between a letter opinion and a Department opinion.

Q. I would thank you to do so.

A. I was out of town and read in the papers, probably on the morning of the 28th of December, that as the papers reported, there was some question raised as to whether my opinion was that and not accepted by Mr. Robison as a Department opinion and I, therefore, called the Department over long-distance and I think that I talked to Mr. Whitehead and asked him to prepare, or have prepared, a Department opinion in line with my letter, a copy of which I had sent to the Governor at the same time that I had sent the original to Mr. Robison, and I told him that they could get that copy from the Governor's office, and the Department opinion, as he has told you, was drawn.

Q. Did you make such investigation as you deemed necessary to reach the matter in a well-considered opinion on the subject as covered?

A. I feel that I did.

Q. Did the Department's letter, which included your original letter, reflect your judgment of the matters discussed?

A. It was exactly the same.

Q. Have you changed your opinion, or do you hold the same opinion at this time?

A. It remains the same opinion still.

Q. Do you recall the date of the second and subsequent conversation that you had with Mr. Robison?

A. That was on Monday, the 31st of December. I went over at that time and talked to Mr. Robison, frankly, with the idea of getting information not only as to that land which he would postpone, and to see that the purchasers be properly notified with respect to the postponement by him, but also to glean from him information for the injunction suit that was under discussion between the Board of Regents of the University.

Q. When General Pollard was on the stand, he was requested to have you bring with you at this time the memorial or a copy of the plea of the Board of Regents of the University requesting the filing of this injunction. Did you do so?

A. I am afraid I overlooked to do that. We have a copy in the office, at least.

Q. At the conclusion of your testimony, or at recess, will you get that, please, so it can be offered in evidence?

A. Yes, sir.

Q. Now, before taking up the matter of your conversation with reference to the injunction and the other matters, I suppose that there are members of this Legislature who are not familiar, as are the lawyer members, with the injunction relief. Will you kindly explain, in a general way, the injunction relief, or relief by injunction, so that they may understand?

A. It is a matter of putting legal restraint by court decree upon the action of an official or individuals.

Q. An injunction lies, does it not, in preventing or seeking to restrain an individual from doing some irreparable injury in cases where there are no adequate remedies at law?

A. That is one of the requirements.

Q. Now, just what was the injury that you sought to prevent by this injunction proceeding?

A. We sought by this injunction suit to seek relief from the leasing of fifty thousand acres of land, other than that which the Commissioner had told me that he had promised to place on sale January 2, to January 22nd, being the balance of about one hundred thousand acres originally set for sale at the January 2nd sale, the balance of that amount being set for sale at different dates from the 16th of January to the end of January.

Q. The injury which you sought to restrain was that which you interpreted as the loss which the University would

suffer from the sale of University lands or leases at that time?

A. The allegation on which that was based was that the University would suffer great and irreparable injury in the loss to the University in the sale at that time at inadequate values.

Q. Another thing that you sought to enjoin, as I understand it, was the opening of bids?

A. Yes, sir.

Q. In order that the Committee may grasp the meaning and significance of that, I will ask you to kindly explain that so that the members who are not lawyers may understand it?

A. The 1925 University mineral sale laws, the law then in force, being the same law that had been passed on by the Supreme Court in the Theisen case. The Commissioner advertised, either by published lists or by newspaper advertising, the sale of the mineral in the lands, the sale of lease of mineral, oil and gas lands, and that office shall show in the advertisement that the bids are to be opened at a certain time. The act also provides that the minimum amount and the minimum price that the Commissioner shall make and shall sell the land so advertised to the highest bidder.

Q. Until these bids are opened, is there any way of making a sale?

A. No, sir.

Q. Then the purpose for restraining the opening of the bids, among other things, was to prevent the sale of such lands or leases until the Legislature could act and determine the full value of the lands to be placed on the market?

A. Yes, sir.

Q. It was in order to have the Legislature meet and pass on that subject, and its wisdom was shown by the record. Do you remember when that act became effective that was passed by the Regular Session of the present Legislature?

A. January 11, 1929.

Q. Now, then, please, sir, take up the conversation that you had with the Commissioner the second time you conferred with him, and state what was said as fully and as accurately as you can?

A. Well, I spent quite considerable time with Mr. Robison on the 31st of December, going over these lists that he had promulgated covering all the lands, all the mineral lands, described and which he was offering for sale at the various dates, data about the tracts for which he claimed to have specific demand for the sale, and on which he declined to postpone the setting for January 2nd, and differentiating them from the other lands in the same list, also indicated to be on the market on January 2, which he was going to postpone. I got him to make out a list and announcement in connection with the list of those lands that would be postponed and show that the sales would be held, instead of January 2nd, on January 22nd, together with a description of the lands. Also at that time, he showed me Lloyd Price's letter, dated in, some time in November, about the middle or latter part of November, 1928, as I recall it, listing these lands in which Mr. Robison said he had specific demand and making such demand in the letter. He also showed me not only the stamp of receipt of the letter, I think that was the 19th of November, the date of receipt, but he also showed me the record of receipt of important letters and checks, which are entered on that record showing the date of receipt. That gives you a general idea of what my conversation was about, in brief.

Q. Did the conversation disclose to you any other matters, or did Mr. Robison show to you any other correspondence which he construed to be a specific demand than that contained in the Price letter?

A. Yes. He produced some pencil memoranda out of his pocketbook which had some of these lands that were in the Price letter, and also some other lands listed, in Crane county and some other counties, that were not in the list of specific demand as made in his letter.

Q. Was that pencil memorandum made by him in the way of an oral request made to him, or in the nature of a written request addressed to Mr. Robison?

A. It was not in a letter addressed to him, but Mr. Robison's pencil memoranda which had been compiled by him in person and Mr. Price at the time Mr. Price was going over the map with him and pointing out the tracts of land that he cited on the map.

Q. Did he disclose to you the name of any other person or persons who at that time had made specific demand for these lands than Mr. Price?

A. Yes, sir; there was some demands made and they seem to have been from several different sources. He showed me two or three letters. However, these demands were received during the last part of December, after this controversy had arisen.

Q. Have you a copy of Mr. Price's letter?

A. Yes, sir—I think it is in our files in our office.

Mr. Price: That letter is a part of the record in the district court case—part of the record in the case. I think that we can get that for you.

Mr. Freeman: I would appreciate it if you would.

Mr. Price: I will be very glad to get you either the original or a copy.

Mr. Freeman: Mr. Trueheart, do you recall the number of acres which were embraced in the lands offered for sale at the time you were seeking to get the data for the injunction suit?

A. The total number for the whole month of January was about 1,500,000.

Q. That was the amount of land that was to be placed on the market in January?

A. Yes, sir. About 103,000 acres for January 2nd, and the balance for dates commencing January 16th and running through the 31st of January.

Q. In the injunction suit you asked for relief specifically and for separate relief?

A. I asked for relief, for more definite relief, with reference to that 53,000 acres set for sale on January 2nd, which the Commissioner refused to postpone.

Q. In keeping with the Department's opinion, did he agree or did he not agree to postpone the other 53,000 acres?

A. He refused to postpone the sale of that land; first, he said that he had the specific demand for that as evidenced by the Lloyd Price letter.

Q. But did agree to, in line with the Department's opinion, to postpone the other land?

A. The Department's opinion advised him as to all the land he had set for January 2nd.

Q. Did you have any discussion with Mr. Robison relative to the means of giving notice of the postponement of the sales set for January 2nd?

A. Yes; he said that he had no means of announcing that postponement, so I suggested to him that he use both the same means that he had used in making the original statement as to the sale, in giving the notice of the postponement. In order to effect the first proposition, I undertook to have mimeographed copies of the notice of postponement made, which he was to furnish me and did furnish me in the very same afternoon, very early in the afternoon of the same day.

Q. Do you know whether or not these mimeographed copies were actually prepared?

A. Yes, sir, they were prepared and delivered to him.

Q. I wish you would explain to the Committee the details of how they were prepared, the number and the time they were received by you and the time and number that they were delivered to the Commissioner from your office, if you know?

A. Well, I got somebody else of the Department to attend to the details in the preparation of these notices. They were prepared at the University, somebody out at the University mimeographed these copies, and I think they were delivered to the Land Commissioner's office perhaps around 3 or 4 o'clock in the afternoon. They were exact copies of the original notice sent me by Mr. Robison, signed, I believe it was rather a carbon copy of the original notice which Mr. Robison had sent me, signed.

Q. Did you examine these notices after they were returned to your office from the University, Mr. Trueheart?

A. I did not have time to do so at that time, but I did subsequently when I had occasion to do so.

Q. Did you find them correct in the description of the lands, or did you find some errors?

A. There were no errors as between Mr. Robison's copy and the mimeograph list.

Q. Did the list prepared by Mr. Robison reflect correctly the description of the land which he prepared to sell on January 2nd, or do you know?

A. I do not know. He got the Ward county land, which was embraced in the Price letter, incorporated in that. In that copy, he called for postponement of some of the lands which he claimed to have had specific demand—for which specific demand had been made by Mr. Price in Ward county. I did not observe that at that time.

Q. Was the injunction suit actually filed, Mr. Trueheart?

A. Yes, sir, filed the next day, January 1st, 1929.

Q. You have two district courts in Travis county?

A. Yes, sir. That was filed in the Fifty-third District Court, which is presided over by Judge Calhoun, but Judge Moore sat for him. He was the criminal court judge and had been district attorney.

Q. Now, Mr. Trueheart, I wish that you would give to the Committee a general, yet accurate and full, account of the injunction proceeding and its present status.

A. At the outset, Mr. Lloyd Price and Judge C. A. Wilcox intervened in behalf of Gibson, Johnson and Renaud, and later on they were seeking to arrest my injunction, and later on other intervenors came into the case, one being Campbell & Brown, represented by Jim Hart. But first let me state what occurred on January 1st. I went up along with Mr. Pollard and Mr. Tilley and talked with Judge Calhoun, the judge of the court in which the injunction was filed, relative to the ex parte restraining order, and the order was issued, restraining the Land Commissioner, in the terms requested, from making the leases on that land which had been set for sale on January 2nd; I also asked for restraining order restraining the Commissioner from opening the envelopes on any of the bids for the land set for sale on January 2nd. Then following that, we checked service of the writs of injunction on Mr. Walker, the chief clerk, because the law provides that he is to open these bids in the absence of the Commissioner; then the case was set down and heard, as I recall it now, about the 17th day of January, counsel for the parties I have already mentioned being present, and Mr. E. F. Smith was present, representing Mr. Robison in the case. I had demurrer sustained against those phases of my petition going to the matter of abuse of discretion in not giving wide publicity to the proposed sale; however, there was no evidence offered on that phase of the matter.

My principal witness—indeed, the only witness of any consequence that I had—was the only man that had been handling these matters for the State, the Land Commissioner himself. The trial resulted in a judgment partly in my favor and partly against me, the judgment being in my favor on those lands that were postponed; but whether the Act of January 11, which had intervened between the original filing of the suit and the trial, could not repeal the law on the basis of the clause of the Constitution against vested right of those who had filed prior to that time. That phase of the case was decided against me. We then made an agreed case, in which I took up two questions, the question of the necessity for more specific demand than that that had been made for those lands other than that included in the Price letter, and also the question as to the constitutionality of the January 11th Act, as affecting those lands set for January 2nd and not postponed.

These questions were certified then by the Court of Civil Appeals to the Supreme Court. We got an advancement of the matter in the Supreme Court, and it was referred to Section A of the Commission, and Section A of the Commission wrote an opinion, which was handed down by Judge Harvey, which decided the case in its entirety in my favor on the proposition that it was not shown that they were the highest bids. Also on the question of specific demand, the opinion was in my favor.

Q. Who were the parties to this injunction suit, Mr. Trueheart?

A. Besides Mr. Robison, there was the Attorney General for the State, the plaintiff, joined by the Board of Regents of the University of Texas as parties; there were the intervenors, Gibson, Johnson and Renaud, and other intervenors, Brown and Campbell. Brown and Campbell intervened in the suit after it was about half ended.

Q. The action, so far as it affected the Commissioner and his chief clerk, was as to them in their official capacities?

A. Only.

Q. Anyhow, in your attempt to restrain the Land Commissioner's action, in so doing you were sustained by the trial court?

A. Yes, sir. Let me finish my account of this statement with this statement: The case was, at the time, when the opinion was handed down, was brought back and advanced again by the Supreme Court to it. They will not reach this case until some time in the fall.

Q. Have you a copy of the petition for injunction originally filed?

A. Yes, sir, I have a carbon copy that I kept.

Q. That is a copy of it as it was written?

A. I am pretty sure it is. I think I recall it as the one that we were using in the court, because there are notations on it that I recall making.

Mr. Freeman: We offer it in evidence.

Mr. Price: What is the purpose of introducing the petition—to what point does it go?

Mr. Freeman: We introduce it, first, to the end that the Committee may have the full history of the transaction as we are able to give it. We do not limit this to either of the counts. We merely offer it in order that the record may be intelligently compiled.

Whereupon, on motion, the question of taking a recess until 2 o'clock was put, and the motion carried.

No. 46308.

State of Texas et al. vs. J. T. Robison et al.

In the Fifty-third District Court of Travis county, Texas.

To the Honorable George Calhoun, Judge of said Court:

Now comes the State of Texas, by and through its Attorney General, Claude Pollard, joined herein by the Board of Regents of the University of Texas, composed of H. J. Lutcher Stark, R. L. Batts, Marcellus E. Foster, Ed Crane, Robert L. Holliday, Edward Howard, Sam Neathery, R. G. Storey, and Mrs. H. J. O'Hair, complaining of J. T. Robison and J. H. Walker, and his ground of action would show:

1. The defendant, J. T. Robison, is and is herein sued as Commissioner of the General Land Office of the State of Texas, and the defendant, J. H. Walker, is and is herein sued as Chief Clerk of the Land Office of the State of Texas, and they both reside and have their official residence in Travis county, Texas;

2. That under and by virtue of Chapter 71 of the Acts of the Thirty-ninth Legislature sales of oil and gas leases on University lands are directed to be made by the Land Commissioner not less than once each month when there is land in demand, and at 10 o'clock a. m. on the day fixed therefor, said sales to be made under such rules and regulations as may be adopted by the said Commissioner as may be necessary for the proper execution of the purpose of the law, namely, to realize as great a fund as possible from these lands for the University of Texas; and it is further provided by said law that the Commissioner should advertise the land and the time when these mineral leases would be subject to sale, and that in default of other sufficient means, the Commissioner should have lists printed for free distribution, designating the tracts subject to lease, and the terms upon which they might be leased, and the time when applications therefor would be opened and filed in the General Land Office; and said law further provides that separate applications for each tract, with one dollar for county clerk recording fee, and the first payment of ten cents per acre, and the sum offered in addition therefor, if any, for any tract, shall be delivered into the General Land Office on or before the day and hour on which the leases will be subject to sale, in sealed envelopes, which shall be securely kept by the Commissioner or his Chief Clerk unopened until the date on which applications are to be opened, and at 10 o'clock a. m. thereof, either the Commissioner or the Chief Clerk, or both of them, shall open said envelopes; that said law further provides that when an application shall have been so filed and considered, and the land found to be subject to lease, that the lease shall be issued for a term not to exceed five years to the applicant who pays the most, if any, sum for the area, in addition to the ten cents per acre and the stipulated royalty of one-eighth.

3. That on or about November 10th, 1928, the defendant, J. T. Robison, as Land Commissioner, purporting to act under the aforesaid law, had lists of certain tracts of land printed for free distribution, same containing among other things, a designation of those tracts that would be subject to lease or "on the market" on January 2nd, 1929, and also stating the terms upon which such tracts might be leased, a copy of one of said lists being attached hereto and made a part hereof for the purpose of better defining the land so undertaken to be put upon the market on January 2nd, 1929, said copy being marked Exhibit "A" for the purpose of identification;

4. That at the date of the issuance of the aforesaid lists by the Land Commissioner, namely, November 10th, 1928, there was not any specific demand for the lands hereinafter described and embraced in said list as on the market on January 2nd, 1929, and no application asking the Commissioner that leases on said certain lands be sold was on file or had been received in the Land Office, said lands being described as follows:

University Land in Andrews County.

Block 11:
Sections 2-11, inclusive;
Sections 14-23, inclusive;
Sections 26-34, inclusive (Sections 31, 32 and 33 being partly in Andrews county and partly in Winkler county).

Block 12:
Sections 1-2;
Sections 11-14, inclusive;
Sections 22-27, inclusive;
Sections 34-36, inclusive.

Block 13:
Sections 7- 9, inclusive;
Sections 16-21, inclusive;
Sections 28-32, inclusive;
Sections 41-44, inclusive.

University Land in Ward County.

Block 16:
Sections 4-19, inclusive;
S½ of the N½ of Section 1;
S½ of the S½ of Section 1;
S½ of the N½ of Section 2;
S½ of the S½ of Section 2;
S½ of the N½ of Section 3;
S½ of the S½ of Section 3.

5. That the said printed lists were not available for distribution until about December 10th, 1928, and meantime, on November 19th, 1928, there had been received by the Commissioner one specific demand asking that leases on the above described lands be sold on the earliest available date in the month of January, 1929, that is to say, the first business day of the year, January 2nd, 1929;

6. That the act of the defendant Commissioner in advertising the aforesaid lands for sale on January 2nd, 1929, was wholly voluntary and not made upon the basis of the said specific demand or request received in the Land Office on November 19, 1928, but rather upon the contrary, said demand for sale was made upon the basis and with knowledge of the fact that the land sales so requested were already embraced in the advertisement made without any specific demand.

7. That the defendant Commissioner has not advertised the aforesaid lands as being subject to sale through the newspapers or through other mediums giving wide publicity and notoriety such as should practically bring the best bonus bids to the State under the terms of the law.

8. That the said printed lists have not been available to the public either for distribution or inspection for an adequate time for prospective purchasers to acquaint themselves with the values of the approximately fifty thousand acres of land offered for sale, but that upon the contrary, the defendant Commissioner has had said lists available for inspection and distribution only since about December 10, 1928, so that the total time that will have elapsed since said lists were so made available to the time of sale would be only about twenty-two days, and such time is wholly inadequate to subserve the cardinal purpose of the said law, namely, to realize as great a fund as possible from these mineral lands for the University.

9. That the Legislature of the State of Texas will meet on January 8, 1929, and there have been prepared during the course of the last two months, as is well known to the defendant, J. T. Robison, certain drafts of legislative bills looking towards a repeal of Chapter 71 of the Acts of the Thirty-ninth Legislature, putting the power of sale of the University mineral lands in the Board of Regents of the University of Texas; that the said Board of Regents has repeatedly and persistently opposed the action of the Land Commissioner in undertaking to forestall the repeal of the law by the Legislature by putting the aforesaid lands upon the market for sale on January 2nd, 1929.

10. That the Attorney General of the State of Texas has officially advised the defendant, J. T. Robison, upon his written request for such advice that he had the power to postpone the sales advertised for January 2nd, 1929, until some later date in January, but the said defendant has refused to follow this advice with respect to the land hereinbefore described for which he claims that he had a specific demand by virtue of the letter before referred to received in the Land Office November 19, 1928.

11. That the price of oil and gas is at this time extraordinarily low, and there has been during recent months an enormous amount of overproduction of such minerals, particularly oil, and that the bonuses that in the nature of things would be offered by applicants to buy mineral leases on the before described lands on January 2nd, 1929, would be exceedingly low, and if production was obtained upon any of said land after lease, then this would in all probability materially add to the present general condition of overproduction of oil, and at the same time the one-eighth royalty payable to the University would be kept at a minimum by the low price of oil and gas; that the pipe line facilities for transportation of oil in Andrews and Ward counties, Texas, are at this time wholly inadequate, and should production be secured in any appreciable amount upon the aforesaid lands, there would in all probability result through want of adequate transportation facilities a considerable wastage of the oil produced and a depreciation in the price obtainable for the oil.

12. That at this time the economic factors controlling the situation render it probable that it would be a detriment to the State and against public policy for the sale to be made on January 2nd, 1929, of the oil and gas leases

on the approximately fifty thousand acres of land before described; that if such sale is made on January 2nd 1929, the cardinal purpose of the framers of the Constitution, and the cardinal purpose of the Thirty-ninth Legislature in enacting Chapter 71 would be frustrated and defeated as concerns this acreage, because instead of the University realizing as great a fund as possible from these mineral lands, it would probably realize as small a fund as possible therefrom.

13. That under the terms of said law until an application has been filed and also considered by the Land Commissioner, or his Chief Clerk, or both, no right to issuance of a lease arises, since under the law such applications are not by them considered until 10 o'clock a. m. on the day fixed for sale, and no vested right exists, or has yet arisen, which will prevent this as a court of equity from taking into account consideration of public policy, and the end and the purpose of the law, to realize as great a fund as possible from these lands for the University.

14. That the lands described herein plaintiffs allege on information and belief are the most valuable of all those lands which are described as being placed on the market for sale on January 2nd, 1929, in Exhibit "A," and which plaintiffs believe are potentially very valuable, and that defendant Commissioner knew that said lands were much more valuable than the other lands described in Exhibit "A," but not described in plaintiffs' petition; plaintiffs allege further as facts that on or about December 20th, 1928, while said defendant Commissioner was in conference with the Attorney General of Texas, the President of the University of Texas, the Governor of Texas, and Honorable R. L. Batts, a member of the Board of Regents, said Commissioner agreed that if the Attorney General rendered an opinion advising him that said sales, which were advertised for January 2nd, 1929, could be postponed until after the Legislature met on January 8th, 1929, that he would postpone said sales until such time as the Legislature might have an * * * desist from said sale, urging economic conditions, and have on said occasions, as representing the permanent fund of the University of Texas, vigorously protested against said sales and leases; plaintiffs further allege that the defendant Land Commissioner, when the Governor of the State and said Assistant Attorney General protested against the sale of said lands, that the defendant Land Commissioner gave as his reason for his persistency in making said sales that he had promised to sell certain tracts and that he would do so regardless, he stating in said conection that the amount that he intended to sell was not in excess of twenty sections amounting approximately to 12,800 acres; whereas, in fact, the acreage which he now persists in selling amounts to eighty-one sections, or something more than 50,000 acres; that although said Commissioner had advertised for sale approximately 103,000 acres for January 2nd, 1929, said defendant Commissioner admitted that he had received no specific demand for the placing on sale of the major part of the said acreage; that unmindful of the requests and demands made of defendant Commissioner by the Governor, Attorney General, and the Board of Regents of the University of Texas, said Commissioner deliberately and wilfully, with wanton disregard of the duties imposed upon him by the law, and with wanton disregard for the properties belonging to the University of Texas in which the Board of Regents were vitally interested, and with wanton disregard for the purpose of the framers of the Constitution and which the members of the Thirty-ninth Legislature enacted said legislation for, towit, the realization of the most money from the lease of said lands, said Commissioner has wholly refused to comply with the requests of any of the above-named officers; but, on the contrary, has ignored their rights and interests in the premises, and in abuse of the discretion imposed in him by said law, and the trust imposed in him by the Legislature to economically administer said law, has persisted and will offer for sale said leases unless this court issue its most gracious writ of injunction enjoining and restraining him therefrom, and unless said defendant Commissioner is so enjoined and restrained from selling and leasing said lands unadvantageously to plaintiffs and inconsistent with the public interests, plaintiffs will suffer irreparable loss and injury.

15. That by his official action of December 31, 1928, the defendant Commissioner has effected both through public press advertisement and through the printing of lists (a copy of which is attached hereto and made a part hereof and marked Exhibit "B" for identification a postponement of the sale of the balance of the tracts of land

other than those before described, originally advertised for sale on January 2nd, 1929, as shown in Exhibit "A" as above referred to.

16. That none of the land described in the said printed lists (Exhibit "A") will be subject to lease under the law on January 2nd, 1929, because there was no specific demand therefor at the time that the said printed list was issued and the day fixed therein for such sale, and further, because the advertisement of said land as made by the defendant Commissioner was wholly inadequate, both in respect to the extent of its circulation and the time allowed the purchasing public to investigate the probable value of the lands offered, and because of the willful, wanton, and arbitrary conduct of the defendant Commissioner hereinbefore alleged, an injunction should be granted; that as to the balance of the land advertised in said Exhibit "A" for January 2nd, 1929, other than the land before described, the Land Commissioner has already effected a legal postponement of the sale thereof, and fixed instead, January 22nd, 1929.

17. That plaintiffs have no adequate remedy at law, and if the sale is not restrained and the relief herein prayed for awarded plaintiffs, the University fund will be irreparably injured, and the plaintiffs will suffer injury beyond relief.

Wherefore, premises considered, the plaintiffs, and each of them, pray that the court forthwith issue a temporary injunction specifically (restraining and the defendants and each of them from selling or undertaking to sell or lease, on undertaking to sell oil and/or gas and oil and/or gas leases on or in the before described tracts of land; and further specifically restraining them and each of them from opening the envelopes containing the applications, or considering such applications, to buy any of the land advertised for sale on January 2nd, 1929); plaintiffs further pray that the court consider the first of the foregoing prayers in its application to all and to each and every tract hereinbefore described; the plaintiffs, and each of them, further pray that upon final hearing hereof, this injunction be made permanent by the court, that they recover their costs, and that they have all other and further relief, both general and special, to which in law and equity they may be entitled.

CLAUDE POLLARD,
Attorney General.

R. M. TILLEY,
C. W. TRUEHEART,
Assistant Attorneys General.
Attorneys for Plaintiffs.

State of Texas
County of Travis

Personally appeared before me the undersigned authority on this date Robert L. Holliday, who after being by me first duly sworn upon oath deposed and said that he is a member of the Board of Regents of the University of Texas, one of the plaintiffs in the above styled and numbered cause, and that he has read the foregoing petition and the averments of fact therein contained are true, except those alleged on information and belief, and as to those he verily believes the same to be true.

ROBERT L. HOLLIDAY.

Subscribed and sworn to before me, this the 1st day of January, A. D. 1929.

(Seal.) M. L. WIGINTON.

State of Texas
County of Travis

The foregoing application for a temporary injunction having been considered by me In Chambers, it is ordered that the clerk of this court issue forthwith a temporary injunction, restraining the defendants and each of them from selling or undertaking to sell or lease, or undertaking to lease oil and/or gas and oil and/or gas leases, on or in the hereinbefore described tracts of land; and further restraining them and each of them from opening the envelopes containing the applications, or considering such applications, to buy any of the land advertised for sale on January 2nd, 1929; and in all other things as prayed for in said petition.

Done In Chambers, this 1st day of January, 1929.

GEO. CALHOUN,
Judge, Fifty-third District Court,
Travis county, Texas.

TUESDAY, JUNE 18, 1929.

AFTERNOON SESSION.

The Speaker: The House will please be in order.

(After a motion by the gentleman from DeWitt, that the porters and colored employes of the House be given a holiday on the 19th of June, which prevailed, Mr. Purl, of Dallas, moved that

the House resolve itself into Committee of the Whole, which motion prevailed.)

Judge Freeman: The paper which will now be read by the Reading Clerk is a copy of the original petition in the injunction suit about which Mr. Trueheart has testified.

(The Reading Clerk thereupon read the copy of the petition, which had been introduced by counsel for proponents at the morning session, and was marked Exhibit 57 for identification and had been copied just above in this record.)

Judge Freeman: Exhibit "A," attached to this petition, is not offered, first, because it is voluminous, consisting largely of fine printed descriptions of real estate—

A member: Mr. Speaker, I don't believe they can hear.

Judge Freeman: I will state it again.

The Speaker: All right. Let us have better order, ladies and gentlemen of the Houee. And talk a little louder, and with a little more force, gentlemen.

Judge Freeman: Exhibit "A," referred to in the petition, is not offered for the following reasons: First, it contains numerous pages of fine print, containing mostly descriptions of land, and it would be an unnecessary encumbrance of the record. Second, we haven't a copy of the exhibit here which we are at liberty to use; the one I have at hand being the official file of the district court, which cannot be relinquished from the files of that court.

Judge Freeman: Exhibit "B" is offered, and I will ask the Reading Clerk to read it. It is short.

(The Reading Clerk thereupon read the paper, which was marked Exhibit 58, and is as follows):

General Land Office,
Austin, Texas.
December 31, 1928.

On November 10th, 1928, I, as Commissioner of the General Land Office of Texas, prepared a list of University lands in which oil and gas leases would be offered for sale on January 2, 1929, at 10 o'clock a. m.

This statement is for the purpose of advising the public that the sale of said leases in certain tracts is hereby postponed until January 22, 1929, at 10 o'clock a. m. The tracts on which the sale is postponed are in Andrews, Crane and Ward counties, and are designated as follows:

Andrews County.

Block 11—Tracts 1, 12, 13, 14, 24, 25, 35, 36.

Block 12—Tracts 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33.

Block 13—Tracts 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36, 37, 38, 39, 40, 45, 46, 47, and 48.

Crane County.

Block 30—Tracts 29, 30, 31, 32, 41, 42 and 44.

Ward County.

Block 16—Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19.

J. T. ROBISON,
Commissioner, General Land Office.

Thereupon, Mr. C. W. Trueheart resumed the witness stand, and further testified, as follows:

Direct Examination (Resumed).

Questions by Judge Freeman:

Q. Mr. Trueheart, this is a copy of Exhibit "B," attached to the petition?

A. Yes, sir.

Q. Is this the list or the advertisement relative to the postponement of sale in which you stated there was an error?

A. Yes, sir. The tracts in Ward county there, that are specified in this notice, are incorporated in Mr. Lloyd Price's letter.

Q. I would thank you to give to the committee the full history of the document about which you have just spoken.

A. Well, I gave part of the history of it this morning. It is the—Exhibit "B" is one of the mimeographed copies of the list of postponed land prepared by the Land Commissioner in the original, and mimeographed copies were made by the University of the original, through our Department out at the University, and this is a mimeographed copy delivered to him in the early afternoon of December 31st.

Q. Have you stated, Mr. Trueheart, all you know about any delay in the circulation of it that may have occurred?

A. I stated then what I knew of my own knowledge at the time. Upon the trial of the case more developed about it. The Commissioner, it seems, had put out to the newspapers another list, and the corrected list—that is to say, a list

of those Ward county lands that were not included in the Lloyd Price, letters, as well as these lands specified here in Andrews and Crane counties; this developed upon the hearing, that Mr. Robison said—testified that he didn't intend to include these Ward county tracts set out in Exhibit "B" in his postponement—postponed list, that he had gotten his Ward county lands twisted. There was further evidence at the hearing about the matter. Do you want me to detail that?

Q. If you please, sir.

A. The other evidence about it was simply—I should have said that upon delivery of these copies at his office, he said he examined this list and found it in error in that particular, and therefore did not put that list out for general distribution, through the Land Office, but kept it, and put these two or three mimeographed copies that had been sent over to him by me in a drawer of his desk instead. The further evidence developed at the hearing was that we had in our office, and upon the assumption that it was a correct list, several hundred of the old there in our office. Still further evidence—I testified that upon the trial of the case—still further evidence was from Mr. Robison's stenographer, Miss Brown, whom I put upon the stand, and she stated that she made a copy of the original typewritten document of which this Exhibit "B," this mimeographed list, is a copy, from a pencil draft given her by Mr. Robison, and that she afterwards compared the result of her work with the pencil draft made by him. She also identified the typewriting on my carbon copy of the original, of which this Exhibit "B" is a copy.

Q. That is the history of the matter as you know it, Mr. Trueheart?

A. Yes, sir.

Q. This forenoon you were asked about the copy of the resolution of the Board of Regents of the University of Texas, and said that you would undertake to have it here at this time. Is that it? (showing paper to witness).

A. Yes, sir, that is a copy.

Judge Freeman: We offer it. Mr. Reading Clerk, will you kindly read this?

(The Reading Clerk thereupon read the paper, which was marked for identification, Exhibit 59, and which is as follows, towit):

(Copy.)

The University of Texas,
Austin.

The Board of Regents, C. D. Simmons, Secretary.

A Motion Adopted at a Meeting of the Board of Regents, Held December 31, 1928.

Whereas, Honorable J. T. Robison, Commissioner of the General Land Office, has announced that, beginning with January 2, 1929, and on several dates thereafter in January, 1929, he will sell oil and gas leases on approximately 1,500,000 acres of lands of the University of Texas, said lands and the dates of such sales being fully described in that certain list prepared by said Commissioner of the General Land Office bearing the date of November 10, 1928, and entitled "Sale of Oil and Gas Leases on University Land"; and

Whereas, The Board of Regents believes (1) that it is unwise to sell any oil and gas leases on any of the University lands at this time; (2) that no demand has been made for the land warranting or justifying the Commissioner of the General Land Office in selling oil and gas leases thereon; (3) that the methods used by the said Commissioner in advertising said sales by printing lists of such tracts for free disposition, which he is authorized under the law to pursue only in the event "there should be no other sufficient means for giving the necessary publicity as to what tracts will be subject to lease and the time when applications may be delivered to the General Land Office," can only tend, and has tended, to prevent the sale of said oil and gas leases for the highest prices obtainable in that it is believed that had the Commissioner resorted to the "other sufficient means" of giving wide publicity to the proposed sale by advertising in the daily newspapers having large and wide circulation and in oil and gas and petroleum journals of nation-wide circulation, more bids would result and larger sums would be offered for said leases than will be received under the restricted method of publicity adopted by the Commissioner; (4) that the time elapsing between the release of the printed lists, i. e., on or about December —, 1928, and January 2, 1929, the date when the first sales are to be made, is so short that no persons who would be inclined to submit bids, except those who may have requested the Commissioner to sell any of the tracts to be sold on said date, would have

time, in view of the inaccessibility of most of the lands, to examine or inspect the lands to determine intelligently what seem, or seems, above the minimum price fixed by law they could afford to offer for the leases.

Be it therefore resolved, That the Board of Regents does hereby request Honorable Claude Pollard, the Attorney General of the State of Texas, to immediately institute such suit or suits as may be necessary against Honorable J. T. Robison, the Commissioner of the General Land Office, to enjoin and restrain him from making sales of any oil and gas leases on the University lands described in the printed list above referred to.

A true copy.

C. D. Simmons,

(Seal.) Secretary.

Judge Freeman: The committee will remember that during the examination in the forenoon, Senator Price was asked to furnish a copy of a letter written by him to the Commissioner of the General Land Office, making a demand for the sale of certain lands. Senator Price agreed to furnish that copy, has done so, and we now offer it.

(The Reading Clerk thereupon read the copy of the letter of Senator Price, which was marked Exhibit 60 for identification, and which is as follows, to-wit):

(Copy.)

Law Offices of
Phillips, Trammell, Chizum & Price,
Fort Worth, Texas.

November 17, 1928.

Special Delivery.

Hon. J. T. Robison, Land Commissioner,
Austin, Texas.

Dear Friend: The land which we would like to have advertised for sale for the first sale is located in Ward and Andrews counties.

Ward County: Block 16, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, aggregating 12,160 acres.

Andrews County: Block 11, Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, aggregating 18,560 acres.

Andrews county: Block 12, Sections 1, 2, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 34, 35, 36, aggregating 9600 acres.

Andrews county: Block 13, Sections 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 41, 42, 43 and 44, aggregating 11,520 acres.

We trust you will not fail to include the above land in the first sale.

With best personal regards,

Sincerely your friend,

(Signed) LLOYD E. PRICE.

LEP/EL.

Judge Freeman: We close the examination in chief.

Cross-Examination.

By Senator Price:

Q. Mr. Trueheart, how long have you been practicing law?

A. About seventeen years.

Q. Have you ever in any way been connected with the University of Texas?

A member: Louder.

Q. Have you ever in any way been connected with the University of Texas?

A. I was a student there, graduated from the University.

Q. When was that?

A. I finished academic work in '10, and law in '11.

Q. Have you since practiced law in San Antonio?

A. Continuously, yes, sir.

Q. Now, Mr. Trueheart, when did you come here to the office of the Attorney General?

A. January 1st, 1926.

Q. At that time,—pardon me?

A. The last year of the present Governor's administration as Attorney General.

Q. The present Governor was Attorney General when you first came into the office?

A. Yes, sir.

Q. That was in 1926?

A. Yes, sir.

Q. At that time, did you make a specialty of land law under General Moody?

A. Mr. Randolph was on the land desk. I assisted in the Blaffer case, and the Faskin case, those two I remember.

Q. Did you take any part in the prosecution of what is called the Texon oil case?

A. I had the case by inheritance from Mr. Randolph, at the time he went out, but the case on my desk was a drifter by reason of the fact that there was the Theisen litigation, was through a long period of time in determining, and the laws involved in the Texon—in the case of Texas vs. Reagan County Purchasing Company, that you refer to as the Texon case was being litigated with respect to their constitutionality in the Theisen case; it was pending through that period.

Q. I believe that is correct, that the suit was finally brought through General Moody against the Reagan County Purchasing Syndicate,—wasn't that the name of the purchasing company?

A. Yes, sir, and many other Texas companies—the Texon, Big Lake, and a number of others.

Q. Now, then, as I understand you, Mr. Trueheart, that suit was instituted during the incumbency of General Moody in the Attorney General's office, but it was not terminated there?

A. During the incumbency of Governor Moody in the Attorney General's office, yes, sir.

Q. It was not tried during his term?

A. No, sir.

Q. Now, in that case, Judge R. L. Batts, of Austin, was representing the stockholders of the Texon Company and Big Lake groups 1 and 2, wasn't he?

A. He wasn't representing anybody in that case, so far as I know. Judge Batts had previously had some representation for the stockholders of the Texon—I think it was the Texon Company. I am not very familiar with the matter.

Q. Well, probably Texon, that is correct?

A. He wasn't in that case at all.

Q. He wasn't in that particular case, but he had previously represented the stockholders of the company?

A. It is my information he had.

Q. Yes. Now, then, the holdings—or the original holdings of those companies were situated in Reagan county, weren't they?

A. Yes, sir, Reagan county.

Q. Yes, sir. And General Moody brought a suit to take the land from them and turn it back to the University?

A. Not exactly.

Q. To cancel the leases?

A. No, sir. The suit as it was originally filed prior to the amendment subsequent to Governor Moody's time, was simply an accounting suit, alleging a combination among the defendants, Texon and Big Lake, with respect to a scheme of selling oil, so that the State wouldn't get its full one-eighth royalty.

Q. Oh, I see. Then you—

A. That and other phases of the matter.

Q. Yes, just for a matter of recovering some oil, you suspected that they hadn't metered or measured right, wasn't that it?

A. Something in the neighborhood of a million dollars, I recall—something like that.

Q. I see. Mr. Trueheart, when you then took charge of the case, you never made any effort to absolutely cancel those claims and recover them for the State, did you?

A. I had nothing to do with the case in its later phases. The petition was amended later on, after I had gotten busy with a number of other matters that kept my time completely occupied.

Q. Are you familiar with the fact that Judge R. L. Batts, in testifying at El Paso in the Texon case, had made the statement, that after an investigation of the law, neither the Texon nor groups 1 and 2, or anybody connected with that company, had a scrap of title to any of that land?

A. I heard that by hearsay. The basis was attacked, you know, in the amended petition of the State.

Q. How many acres of land were involved at that time?

A. I really couldn't tell you.

Q. About 65,000 in Reagan county, wasn't it?

A. I really don't know.

Q. At any rate, are you familiar with the fact that Judge Batts and other attorneys, including Judge Garwood, came into the office and endeavored to dissuade the Attorney General from attacking those leases, those holdings?

A. I think you are entirely wrong about Judge Batts' connection in that matter. Not Judge Garwood, but Mr. Clarence Wharton, of the Baker-Botts firm, also Judge Nelson Phillips, and Mr. C. L. Black, and others who were representing those defendants, were there about bringing the suit.

Q. Well, that is exactly what I mean—Judge Phillips, and probably instead of Judge Garwood, Mr. Clarence Wharton. You knew him, didn't you?

A. Very well, yes, sir.

Q. And Judge Nelson Phillips is an ex-member of the Supreme Court?

A. Yes, sir.

Q. And they did come to the office and protest against an attack on those holdings,—isn't that correct?

A. I so heard. That was a phase of the case I wasn't handling, through those stages.

Q. Now, then, finally Mr. Joe Brown handled that in its concluding stages, didn't he?

A. I think he did.

Q. Yes, you recall—

A. He and Mr. Pollard together.

Q. Yes, and you recovered a million dollars, wasn't it?

A. I think it was; and some other phases there I don't remember on account of accounting or measuring of oil for the future—I don't remember just exactly.

Q. It is on the question of accounting for the amount of oil that had been produced, wasn't it?

A. No, the petition at that time had both phases in it, as I understand it—that is, an attack on the validity of the leases as well as accounting of oil.

Q. Well, during your connection with the suit—what I was endeavoring to do, Mr. Trueheart, was to see just what part you played in these land suits?

A. In that particular one, the case was merely a drifter on my desk.

Q. I see.

A. I kept up with it, but not in active work in it.

Q. Well, when it drifted in on your desk, did you make any effort as Assistant Attorney General to adopt the facts to that suit, if you could recover the entire fee to the land, that is, the entire subject matter of the property, rather than just oil land?

A. I didn't make any investigation about it personally, I was pretty well occupied with quite a bunch of such cases at that time. I had much more to attend to; originally that case was necessarily delayed pending the Theisen case, which was in the upper court at that time.

Q. So, after that, the matter was terminated by a court judgment in which the State recovered the amount you have stated?

A. We so heard, as I understand.

Q. Yes. And you had, as I understand, no other connection with the latter phases of the case?

A. No; with the other, either.

Q. Yes. Now, Mr. Trueheart, with reference to this University matter—

A. Which University matter?

Q. I am talking now about the 53,000 acres of land, this matter that you have gone into, in the district court of Travis county, what persons first talked with you and suggested the idea—the idea or the theory that instead of these lands being sold as advertised, that they ought to be postponed?

A. What man first talked to me about it?

Q. Yes. Did General Jake Wolters ever come in and talk with you about it?

A. No, sir. I hardly had a speaking acquaintance with Mr. Wolters.

Q. Yes?

A. The first man that I recall mentioned the matter to me was Mr. Anderson of this House. The second man that mentioned it to me was Mr. Page, over long distance

Q. What Page—which one?

A. An Assistant Attorney General—asking me to return over here to Austin from San Antonio for the purpose of preparing that petition.

Q. Then you were not present, then, at the time when General Wolters and at the time when Judge Batts came in, with a letter from President Nazro of the Gulf Company, protesting against the sale of these lands—you don't know anything about that, you say?

A. I don't know whether it ever occurred or not.

Q. You were not informed about that?

A. Not even second-hand information about that, never heard any such thing.

Q. You never heard of it before, until this time?

A. I don't think I ever recall hearing anything of the kind.

Q. Well, do you know that Mr. R. L. Holliday, of El Paso, took an active part in protesting the sale of these advertised lands?

A. Well, he—he and all the Regents were protesting. The ones that I especially talked to were Mr. Crane and Mr. Holliday and Mr. Storey.

Q. Yes. Now, Mr. Trueheart, you have spoken here several times about the sale—the contemplated sale of a million five hundred thousand acres of University land. You know, do you not, and you understand now, that it was not the insistence of Mr. Robison that that much land should be sold on January 2nd, 1929?

A. I can't say about—Mr. Price, anything about a million five hundred thousand acres being sold by January 2nd. I said several times there were about 103,000 acres to be sold on January 2nd, and that the balance going to make up the million, five hundred thousand acres were to be sold daily, beginning with the 16th of January, through the 31st of January, or during the same month of January.

Q. Now, I will ask you this, then: You do know, do you not, and it is understood, in all these matters, that Commissioner Robison, although doubting his authority, yet bowing to your view and the views of the Governor and Board of Regents, agreed that he would attempt to withdraw or postpone all of those lands advertised, other than 53,000 acres which had not been applied for in

writing—that is to say, applied for in writing on November 7th, by a letter which I wrote him?

A. All that we had under discussion with him at the time, it was all set for January 2nd, you had not embraced in your letter—he agreed to postpone—that is to say, we didn't go into a discussion of those set for dates beginning with January 2nd on, because we knew the Legislature would meet in a short time and would take care of the situation to suit themselves.

Q. You do understand, do you not, that it was his contention that in any event a written letter of the kind that I forwarded to him was a written or specific demand?

A. That was his contention then.

Q. And that it would be mandatory on him to advertise and fix a date for the sale of any lands for which there was a specific demand, that he declined to attempt to postpone these 53,000 acres, is that true?

A. I knew that was his contention, yes, sir.

Q. Yes. And you knew this, also, that in any event, that outside of these 53,000 acres which he insisted he would not withdraw, that the dates of all these early sales or proposed sales were beyond January 8th, the date that the last would make it, is that correct?

A. I knew that, yes—I knew that the 16th was after the 8th, yes, sir.

Q. So, then, practically speaking, all of your effort there in the district court was to prevent the sale of these 53,000 acres—that was the primary purpose?

A. No, sir, my purpose was to prevent the opening of bids in any of the 103,000 acres of land, as the petition shows.

Q. Well, haven't you just read—

A. And to specifically restrain the Commissioner or his chief clerk from making leases of those tracts of land specifically described in the petition, being that 53,000 acres embraced in your letter.

Q. I understand that. But, now, listen to my question, Mr. Trueheart: Isn't this true, that the Land Commissioner, under his official hand, put forth an instrument in which he stated that all of these lands other than the 53,000 acres would be postponed beyond January 2nd,—isn't that true?

A. Well, I have covered the record there in that record, and that is all I now about it.

Q. Well, that is what it was, wasn't it?

A. He promulgated—

Q. From the records, from the standpoint of the agreement and conversation, didn't he state it verbally, that he would not attempt to make a sale of any of the lands or leases on January 2nd except those covered by written demand, and don't you know that?

A. Well, I think that his attitude in the case was rather quiescent on that, after he had very vigorous opposition on the land that was postponed, as you know, on the part of Brown and Campbell, who had bids on that, and they were intervenors in it, as well as your clients and the other bids in that list that was advertised.

Q. Oh, that is very true, but I am talking about and we are trying Mr. Robison now, and not Brown and Campbell. Now, then, all I am asking you is, did he refuse to comply with your insistence, whether you had any authority or not, or whether the Regents had any authority—I don't think they did, but isn't it true that Commissioner Robison showed no purpose nor inclination to make the sale of any lands on earth, other than 53,000 acres on January 2nd for which he had a written demand under the statute?

A. Well, I didn't apprehend that he would make sale of those. But I don't choose that he be permitted to open the bids on those and jeopardize that land, to the public.

Q. Why didn't you choose? Did you consider that you were running the Land Office?

A. No, sir. But I considered that I was representing the State of Texas, and I was going to do it to the best of my ability and according to my best judgment.

Q. Your department is a department which advises, or should advise, officers of this State as to their duties under the law—isn't that true?

A. And our advice, in response to a direct inquiry from Mr. Robison, was on that precise point of law, that he had the power to postpone all of those lands, not only that he did postpone, but that other land he didn't postpone.

Q. Yes, but, Mr. Trueheart, didn't you go beyond the field of mere legal advice and absolutely demand—that is, when I say "you," Mr. Trueheart, I am not speaking of you personally, I am speaking of your department, you were acting for the departmant—didn't you, as Attorney General, or the Assistant Attorney General, very insistently demand that he do what you wanted him

to do, rather than what he thought was the law?

A. No, sir, I am not conscious of any such demand being made by me.

Q. Now, Mr. Trueheart, who prepared this petition—well, I will ask you this, that after Robison stood pat, or wouldn't deviate from his position that he felt that it was his duty, and his mandatory duty under the law, to proceed in the sale on January 2nd, unless he was hindered or restrained by a court, then you stepped in, didn't you, and prepared a petition and filed it in the District Court of Travis County—isn't that true?

A. And got him restrained by the court, yes.

Q. All right. Now, isn't it true, that in that petition one of the grounds which you alleged as existing to support the issuance of the extraordinary writ of injunction against the chief of this Land Office, was the straight out allegation in Section 9 of that petition that he had refused to do what you had told him to do and postpone the land?

A. I haven't got—I can't fix that portion in my mind.

Q. All right, I thought maybe you could remember it.

A. There is language in there to that effect, of course, that he had refused to follow our advice in a matter in which he had asked our advice as concerned that 53,000 acres embraced in your letter.

Q. I will ask you, Mr. Trueheart, if the Land Commissioner at any time ever asked you what he should do? Isn't it true he only asked you what the law was and if you had the power to postpone, wasn't that the extent of his question?

A. It was.

Q. Then you told him that he did have the power, didn't you?

A. Yes, sir, to postpone within the month of January the date for which he had set it.

Q. All right. Then your advisory activities ended right there, didn't they?

A. Yes, I think so.

Q. You were the Attorney General; he asked you a question which could be answered "Yes" or "No," isn't that correct?

A. That is correct.

Q. You answered "No"?

A. I forget the question, how you put it.

Q. You answered "Yes," that he did have the power?

A. Yes.

Q. And following that you write this petition and set up as a ground to enjoin him, and you used this language, didn't you: "That the Attorney General of the State of Texas has officially advised the defendant, J. T. Robison, upon his written request for such advice, that he had the power to postpone the sale advertised for January 2nd, 1929, until some later date in January, but the said defendant has refused to follow this advice with respect to the land hereinabove described for which he claims he had a specific demand by virtue of the letter before referred to, received in the Land Office November 19, 1928"?

A. Yes, sir. I made that allegation. That is true.

Q. Because he had refused to follow your advice in that matter, you set that up as a ground for an injunction against him, didn't you?

A. Yes, sir.

Q. All right. When that came before Judge Moore's court, there was a special exception leveled at that allegation, wasn't there?

A. I can't tell you offhand, you have a copy of the petition that I had there before—

Q. Well, I will ask you if you do not remember that Judge J. D. Moore struck that allegation out as a matter of law?

A. He struck—no, I don't know as he struck that allegation; but the allegation you had in mind he did strike was that it would be abuse of discretion on the part of the Land Commissioner in refusing to act in accord with the ruling of the office.

Q. You further alleged in your petition something to the effect that the times were not ripe, that the economic conditions were not ripe?

A. That, also, as I stated this morning, and as I stated a while ago, and that going to the matter of discretion were stricken out on demurrer.

Q. And about those pipe lines, there being no pipe lines, and the price of oil being low, and that it probably might do this or might do the other. Judge Moore struck that out, didn't he?

A. And, furthermore, though I didn't agree with the judge, I didn't except to his ruling, but accepted it, but went up with the case, eliminating that phase, in the hope that we might get quick disposition of the whole controversy.

Q. All right. Let us go back. Where did you get all that information of the speculative, economic theories you put in your petition; what persons gave you that information?

A. I have handled quite a bit of oil litigation on and off since I have been in the department, and most of it has been against the big oil companies, and some of it in co-operation with them, and more or less during that time I have accumulated a little bit of information about those things. The information that I acquired there I think was quite practical, keeping up with the State University funds.

Q. Now, Mr. Trueheart, I am going to ask you a question, and neither directly nor indirectly am I imputing to you any of those things: You, in your activities—it is all right if you worked with oil companies—but to get down to the bone of this case, don't you know—haven't you known all the time, and don't you know now that this whole thing against J. T. Robison's insistence to violate the law originated in the desire of the big oil companies not to let anybody get these lands in Ward and in Andrews County?

A. I have heard it charged, and I think it is absurd.

Q. You think that is absurd?

A. Yes, sir.

Q. Why do you think it is absurd?

A. In the first place, I know in fact there is no connection or relation between the two; in the second place, I don't think that they were behind the thing or could have reasonably been behind the thing.

Q. You mean to say here today, Mr. Trueheart, that you don't know now and didn't know then that it was being insisted at that time that Venezuela was pouring a flood of oil into this country, and that we had this Permian Basin down here, or Permian Basin oil field, that that was putting out a great deal of oil, and don't you know it was the consensus of opinion among all the big oil companies that it would probably be a bad thing for the production of oil, that it would cause too much production, that it would cause oil to go down, and gasoline to go down if the University lands were opened up there and they struck oil?

A. It was the opinion of the Railroad Commission, and every man that knew anything about it—

Q. I am not asking you about the Railroad Commission, Mr. Trueheart, I am asking you if that wans't the consensus of opinion of the big oil companies.

Mr. Allen: Now, Mr. Speaker, I object. I didn't want to make objection, because I wanted them to exercise the broadest latitude along those lines. But this proof shows unquestionably that this suit was instigated by and filed at the instance of the Board of Regents of the State University, who passed a resolution requesting him to file and bring that suit. Now, he cannot know what was in their minds except what he has learned as a matter of hearsay, or what prompted them to pass that resolution, except as a matter of hearsay, and he has testified that he filed that suit at the instigation and at the request of, and on the demand of the Regents of the State University, who were acting for the people of Texas in their efforts to secure for the public the most that could be secured out of these mineral oil leases. Now, all this hearsay and all these speculations that counsel is indulging in beyond and back of the passage of that resolution, as far as this witness is concerned, would be purely a matter of hearsay and inadmissible. And I object to further examination along that line.

Senator Price: If the court please, the objection that has just been made by the able counsel for the proponents in this matter would probably recommend itself, or at least be reasonable, in a suit and proceeding in a court limited by the strict rules of evidence. But I have understood all through this case, and particularly from the able judge of Dallas, that this is merely an inquisitorial proceeding; and we never objected here to the introduction of, and there was read here, the petition of Mr. Trueheart that was struck down by Judge Moore as a matter of law; we didn't raise any objection, because, God knows, we want the light to come in on this thing. Here is a man being charged with high crimes and misdemeanors; it is sought to stigmatize and disgrace his name, and allegations about the differences here on the sale of these lands; we are trying to show here that it was not necessarily, if the committee please, merely to the interest of the University that things moved in this panorama, and we are endeavoring to show, and I think the astute Assistant Attorney General knows now and knew then, that one of the things behind it was the desire of the oil producing companies of Texas to cut down production to keep up the price of oil. Now, then, if they have shown here, and they have by hearsay testimony and otherwise, including a petition that was demurred to which they are showing here for the purpose of proving high crimes and misde-

meanors in those differences, here is what I am trying to show, and if your honor will let us do it, we will show, so that everybody in this State will know, that old man Jim Robison's position in this thing, far from constituting an act that would take one penny away from the University of Texas, that his position was one that would have added to its revenue, with his simple rules, adhered to by him for twenty-five years, that, regardless of clamor and economic argument, he would go down the line and follow the mandatory statute; we want to show that on these 53,000 acres, which was only one twenty-ninth of the University lands of this State, that under that competitive statute, those things alleged there were not true; there was no fraud; we are entitled to show by Mr. Trueheart here, who has testified today that he had special knowledge of these things, that that was one of the differences prevailing then. I know it has been bruited about that Robison was trying to rob the University; it has been bruited about that I, as an attorney, acting in the open, under a law which this Legislature solemnly wrote in the statutes of 1925, wrote that letter, that I had the right to do, for two independent oil operators. Now, if the court please, these things having been brought in here, we want to open it up from the outside to the gizzard, and let the people of this State know this whole situation. We are defending here a man that is accused of high crimes and misdemeanors. We have certainly got a right to show the facts that center around these differences of opinion. We are not charging here, if the court please, any particular venal or criminal act on other people's part. We have got our side. We are simply here endeavoring to show by competent testimony that Mr. Robison, with all due respect to the wisdom of the Attorney General and the Regents, knew their interests better than they did—and today they would have a million dollars in the treasury if it had not been for this unfortunate occurrence. We submit we have the right to show these things, because from time immemorial it has been the rule; in the case of Warren Hastings, he proved everything on earth from the cradle to the grave that would throw any light on the matter. And here come the attorneys for the proponents, who have the burden, and they are objecting on cross-examination, to things which I submit are not only pertinent to this subject matter, but vital—that is to say, if those who are hearing want to know about it. We submit that it is admissible.

Mr. Allen: Mr. Chairman and Judge Sinks: At the initiation of this inquiry, and very properly, I took the position that this committee is sitting as an inquisitorial body, and, as the courts have said, in the capacity of a grand jury; and feeling that that was true, I took the position that the inquiry should not be technical in its nature, but should be broad and unlimited in its scope in so far as proof is concerned. But there is not a lawyer in this State or in this world who does not know that hearsay and speculation are not proof of anything, and not proof of any character; and for that reason, although we have permitted it go on ad infinitum almost, we were finally driven, in order to limit the scope of the inquiry to some semblance of fact, to make this objection.

Now, counsel made the statement here in his exuberance in discussing this matter, that the petition was stricken out by the learned judge who tried that case in Travis County, although counsel must know that the temporary restraining order was granted, and that subsequently, when the hearing was had before the court, that the decision of that court was based upon the allegations of that petition, and that that court held, as has been shown here by this witness, and by others, that the Assistant Attorney General, that the Governor of this State, that the Attorney General of this State, that the Regents of the State University, guiding the interests of the people in these properties, were correct in their contention in every particular, because they only contended with the Land Commissioner that he had the right to postpone these sales to such times as this Legislature would meet, along about the 8th of January, and take such action as they thought would be to the interest of the people of this State with regard to the sale of those lands. Now—

Senator Price: Judge, you are absolutely wrong in your statement. Will you allow me to correct you?

Mr. Allen: My friend, if I am in the wrong, I invite you to do it. But suppose you wait until I get through, and I will give you another turn at it. Now, any way, if I am in the wrong about it, it is because the witnesses have been wrong, because I am predicating what I say upon the testimony of the witnesses.

If I have misquoted these witnesses, I will be glad if you will correct me now.

Mr. Trueheart: The judgment in our favor was a court judgment based upon our petition. The judgment in our favor was to the extent, as to the power of the Commissioner to postpone. Unfortunately, as to the land as to which the Commissioner had not seen fit to follow our advice—that is, the 53,000 acres included in Mr. Price's letter—the trial court held that by reason of its not having been postponed, vested rights accrued in respect to it, and the intervenors, Gibson and Johnson, both represented by Mr. Price, were granted an injunction to restrain the Commissioner from returning those bids.

Mr. Allen: I was sure that I was not in error, that is exactly my understanding of the situation. And had the Land Commissioner of this State listened to the Governor of Texas, the Attorney General of Texas, and the Regents of the University and had he rescinded the advertisement for the sale of the 53,000 acres, just as he had the million and a half and the balance of 103,000 acres, then the court would have sustained on the same proposition his action in doing that, and it would have resulted in a great saving.

Senator Price: Judge, will you yield to a question?

Mr. Allen: Yes, sir.

Senator Price: Now, you say you understand that case?

Mr. Allen: I think I do.

Senator Price: All right. You have just stated that neither the Regents, Governor nor Attorney General made any effort at all to stop the sale of the 53,000 acres.

Mr. Allen: No, no; they tried to get him to take that land off the market.

Senator Price: All right. Let me finish the question. Didn't you state there a moment ago that they made no effort to stop the sale of anything except the lands to be sold—

Mr. Allen: No, sir, you misunderstood me; I didn't say that, I said just to the contrary—that they endeavored to get him to withdraw that 53,000 acres that were advertised, and they tried to get him to withdraw the whole 103,000 acres that were advertised on January 2nd. There can be no question about that in the minds of those who have been hearing and have heard this testimony and who know these records—they tried to get him to take it all off. Now, finally, he couldn't stand on the platform that he was right, and he finally agreed to take it all off, as you admit, except the 53,000 acres, for which you say you personally had written him a specific demand to sell. Isn't that true?

Senator Price: Yes, sir.

Mr. Allen: Now, here is my proposition, if he had listened to those men—

Senator Price: If the court please, it will take some time to correct Judge Allen. If he understands what happened in that case I can read Hebrew. As a matter of fact, that is interesting, but what we are up against now, he is objecting—

Mr. Allen: I object.

Senator Price: Wait a minute.

Mr. Allen: I object to counsel's stopping me. I didn't stop him.

Senator Price: Well, that is what I want to do, if you are making an argument on the merits of this case, instead of addressing yourself to the judge there on the point of the admissibility of testimony.

Mr. Allen: If the court please, I will proceed a little further. I am driven to make this objection by one other thing that arouses every sense of indignation that I have in my mind and in my body, and that is the insinuation that has been cast by counsel representing this man almost from the very beginning of this hearing that this action was prompted by Judge Batts and Mr. Holliday and others in the interest of some of the oil companies. I say that imputation is without basis. I say it is an imputation that is an outrage when addressed to such a man as Judge R. L. Batts. That imputation is an unwarranted attack upon the motives and the purposes of these splendid men who have been placed, among others, in charge of the University lands of this State, by the people of this State, acting through their Chief Executive. And I feel that it is an outrage, such an insinuation, without anything under the sun to predicate it on, made when they know and when they understand that that litigation was directed, and prompted, and demanded, by the entire body of the Board of Regents who were here present at that time, on behalf of the people of this State.

Now, if the court please, I object to those wanton insinuations that are not predicated upon facts, are not supported by evidence; and I insist that this examination should be confined to pertinent matters and to relevant matters and not to matters of conjecture and hearsay, particularly when they wander into a field of unjustified impu-

tations against the patriotic, noble, law-abiding, God-fearing officers of this State. I am going to object to his asking this witness further if he had heard that these men and other men connected with some oil companies were instigating that lawsuit and were behind that movement, as to what he had heard about it.

Mr. Price: Now, if the court please, I will endeavor in a brief way, and as calmly as I can, to make clear our position. Now, if Your Honor please, I think if anything is plain in this case it is that the whole issue in this case was that Mr. Robison took the position that under the law, wise or unwise, as it was written, that it was his duty to comply with the mandatory provisions thereof to make this sale. That is his position.

His further position was, though not so well stressed, these tragic things that they alleged would happen in case he sold it, would not happen. There was a difference of opinion, not only as to the law, but as to what policy would be best for the State University.

Now it is clear, further, in this case, that Mr. Trueheart and the Attorney General were very much sold and very enthusiastic on the thesis developed by Judge Batts, and asked for by other oil companies of this State, that it would be uneconomic for these lands to be opened up.

Now, they have gone into all those things, showing how disastrous it would be in case this 1/29 of the acreage was sold. We simply want to show, if the court please, that there is another side to it, and that some of the moving forces which entered into this thesis that he ought not to sell this land had nothing on earth to do with the public or the University, but from a legitimate desire, that is, an enlightened self-interest, on the part of the oil companies to keep the oil in the ground out there if they could.

Now, it has been insinuated here that we are condemning Judge Batts. There is no man in this State, a lawyer, that I have a higher regard for than Judge Batts; but it is well known that at the time he was with the Gulf Company. There is no more patriotic, more noble man in Texas, than General Wolters; but, as I understand it, he didn't want the land to be sold. I am not censuring him, either. He was representing his client, as he had a right to do.

The proponents have gone into all this detail about this economic argument, and we want to show, if we may, by Mr. Trueheart, on a cross-examination, that there is another side to it.

Judge Sinks: Anything that he knows.

Mr. Price: I asked him what he knew.

Judge Sinks: If Mr. Trueheart knows of other things he has a right to say so.

Mr. Price: That is all on earth I want.

Judge Sinks: All right.

Q. Now, Mr. Trueheart, you say you don't know now, and have never known, that the gentlemen who represented the oil producing interests of this State were opposed to the placing of this land on the market, and that they worked along with the Board of Regents, under the theory that their interests coincided, in order to prevent this sale?

A. No, sir, I don't know anything about that. Furthermore, I never talked to Mr. Jake Wolters and never saw Mr. R. L. Batts with relation to this thing. As I recall, my first sight of Judge Batts following this injunction was during the course of the legislation of January 11. Furthermore I acted under the instructions of the Attorney General, being Assistant Attorney General, in bringing this suit, and that is all I know about that.

Q. Now, Mr. Trueheart, you stated here in your petition that there was no specific demand. What did you mean by that allegation?

A. On which land?

Q. Here is your petition, on the basis of which you got an ex parte injunction, restraining order. It was sworn to, and it contained this allegation that there was no specific or written demand, didn't it?

A. I repeat my question: On which land are you talking about?

Q. On the 53,000 acres?

A. That is that land that was included in your letter?

Q. Yes.

A. Upon the theory that your letter came in as the basis for it, but on the contrary the advertisement antedated the letter making the demand.

Q. At any rate, you stated in your petition that there was not any specific demand for this 53,000 acres?

A. Yes, sir.

Q. You do know, do you not, that the court held that this letter was a legal, statutory, specific demand, don't you? I mean the trial court?

A. The trial court's judgment has been superseded. Judge Harvey held to the contrary.

Q. Just answer my question. Let's talk about Judge Moore?

A. That is true.

Q. Judge Moore held that it was a specific demand?

A. Yes, sir.

Q. And furthermore, about the pipe line allegations and economic allegations, Judge J. D. Moore sustained our exceptions on all those allegations?

A. Special exceptions on the allegations.

Q. So finally we went to the bat on this case on your allegations, first, that there was not such demand as contemplated by the statute of 1925; and, second, that there was no proper advertising and that the Commissioner had violated or abused his discretion?

A. That last part of your question was eliminated by exception.

Q. That last one?

A. Yes.

Q. I believe probably he did strike the abuse of discretion, and the only thing in the case was the question of demand and advertisement; that was the big thing in the case?

A. I say the big thing in that case was the question of vested rights, and the second big question in the case was the power to postpone.

Q. You got your injunction against Mr. Robison on the first day of January, didn't you?

A. Yes, sir.

Q. That was the day before the date for which the 53,000 acres had been advertised for sale?

A. Also the other 50,000, yes, sir.

Q. But prior to that date the Commissioner had withdrawn or consented to postpone all except 53,000 acres?

A. Yes, sir.

Q. Isn't that true?

A. Yes, sir; those set for January 2.

Q. Now where did you present that petition, at what place?

A. Judge Calhoun's private office.

Q. Where?

A. Over in the courthouse in this county.

Q. Did you get out any notice or call Mr. Robison to be there for a hearing?

A. No, sir. It was not contemplated that such thing should be done.

Q. I asked you what happened?

A. An ex parte hearing is one without notice.

Q. I know what an ex parte hearing is. You didn't give him any notice, did you?

A. No, sir. I was not called upon by law to do so.

Q. At the same time, he was up there in his office and was in town on that day, wasn't he?

A. I can't tell you that.

Q. Haven't you learned since that Robison was within three hundred yards of you and Judge Calhoun when that ex parte injunction was granted?

A. He may have been. I didn't inquire. I thought the emergency was such that we should have action right then and there.

Q. You wanted it over quick, and without a hearing, didn't you?

A. A hearing would have resulted in delay, which would have endangered the matter on the question of vested rights, in my opinion.

Q. I understand, but you wanted it over quick, and without extending any hearing or giving any notice to Mr. Robison, didn't you?

A. He was finally to have his day in court, of course.

Q. He didn't have his day on January 1, did he?

A. No. He had January 17 as his day, instead.

Q. Now the second of January came on, and of course he had this injunction against him. Then what did you do in order to bolster up your case?

A. I don't know what you mean.

Q. Let us summarize it. On January 1, by sworn petition, you got a restraining order, without a hearing or notice to Commissioner Robison. On the second day of January the people came in there to see the opening of the bids, and he announced that he could not open them, that he was under a restraining order. Then the next order that happens, the Legislature meets on January 8, 1929. There is your petition down there alleging wilful disobedience. Is it not true that to bolster up your case, and get the Legislature to help you, you came up here and wrote a bill and rushed in through here in two or three days?

A. The bill was originally written by Judge Batts. I wrote the bill by request.

Q. Judge Batts wrote the bill?

A. Judge Batts wrote the original bill.

Q. Then what did you do, what kind of a bill did you write?

A. This was all done to protect the matter of vested rights and to give the Legislature an opportunity for themselves in the matter.

Q. Let's get away from generalities and get down to specific matters.

A. The Act of January 11 speaks for itself.

Q. Yes, I could read the whole act.

A. It is very short.

Q. But isn't it true that it repealed the entire leasing Act of 1925?

A. Yes, sir, in its entirety, and then by parcels also.

Q. It had special sections for the sales of January 2, didn't it?

A. In special sections they repealed the law that affected the sales that we reset for January 2 and postponed, and those that were set for January 2 and not postponed, and those that were set for January 16 and subsequent dates.

Q. That was on January 11 that the bill was enacted, with the retroactive feature of reaching back and endeavoring to affect this January 2 matter. Now what did you do then? You went back and revamped your petition?

A. Naturally, as soon as I found out about it.

Q. You cited the Act of January 11 as support for the injunction, which was based on your petition of a prior date?

A. Of course.

Q. And finally, upon a hearing of the case, the court, after reading your petition and hearing the facts, dissolved the injunction as to the sale of the 53,000 acres, didn't it?

A. Granted it on the other 50,000, and also on the balance of 1,500,000 acres that was originally incorporated.

Q. In other words, the court held that there was specific demand for that 53,000 acres, isn't that true?

A. The court held that vested rights had accrued there, yes, on that acreage and that the Commissioner could not postpone sales of that.

Q. Now, Mr. Trueheart, you said you were representing the Board of Regents of the University?

A. And the State of Texas, in my capacity as Assistant Attorney General.

Q. I will ask you is it not true that under the laws of this State it is the particular duty of the Attorney General to represent the heads of departments, and that your action was an exception to your rule?

A. We can't represent both sides of a law controversy.

Q. That is not answering my question. I ask you, Mr. Trueheart, as Assistant Attorney General, is it not, under the law, the duty of the Attorney General and his assistants to represent the heads of departments?

A. Yes, sir; the Board of Regents also.

Q. Isn't that the rule, and where you are opposed to the head of a department that is an exception, rather than the rule; isn't that true?

A. It is the exception. We have disagreed on questions of law several times with Mr. Robison.

Q. Now, Mr. Trueheart, when you appealed from that decision of the District Court is it not true that you went up solely, so far as the 53,000 acres is concerned, on the constitutionality or validity of the Act of January 11?

A. Yes, sir.

Q. In other words, you abandoned, for practical purposes, the allegations in your petition in support of your contention that the sale of the 53,000 acres should not be made?

A. That is correct.

Q. And you left all of them out, and just depended solely on a subsequent act of the Legislature to uphold that part of the temporary injunction?

A. I still think it is sufficient.

Q. Well, you still think a lot of things that have been turned down by the Supreme Court, too, don't you?

A. I have lost cases. Haven't you?

Q. A lot of them, a lot of them. You were interested in writing a bill about suing those land owners in West Texas for those river beds, and you held it was against public policy for the State not to attack those titles, didn't you; in other words, it was against public policy for the State to validate those titles?

Mr. Allen: We object, if the Chair and the Judge please. The matter he is inquiring about has no connection with the matter at issue here, and to go into details is merely wasting time of this committee and prolonging this investigation, and we object to it.

Mr. Price: Now a basis for high crimes and misdemeanors is the differences between the Land Commissioner and the Attorney General. That is set down as one of the three remaining subjects we are going to be prosecuted on. Now if that is going to be made an impeachable crime for the head of a department not to follow the legal advice of the Attorney General, then, of course, we want to bring out just as much as possible the value of Mr. Trueheart's opinion, at least in mitigation of the offense. If that be a crime not to agree with the Attorney General, it seems to me that we ought to be permitted to

show that he probably was in error as a defense to that allegation. Certainly I know that Mr. Trueheart is not faultless. Some people have an idea that it is a crime against the Holy Ghost for a state officer to fail to do what the Attorney General says. I understand that is not true. Mr. Trueheart understands that is not true; but we want to show, if the court please, in this case that Mr. Trueheart's opinions are those merely having the status of opinions of any other lawyer. If we can break him down and show that he has been in error a good many times, and has been reversed, like I have been, then so much more so is the Land Commissioner entitled, if he disbelieves in the opinion, not to follow it. That is clear to me.

Judge Sinks: He has got a clear right not to follow it. As a matter of fact, the courts have held that the head of a department don't have to follow it. We understand that. They all understand that they don't have to follow it. You want to bring out how many times he has lost cases? Is that the idea?

Mr. Price: I want to show, with all due respect, that he is just as erroneous as he can be. Here is a situation that I think is absurd, that any such allegation has crept in here, where the Land Commissioner is charged with having a different opinion. Now we are certainly entitled to show by Mr. Trueheart that he is vested with all the foibles of other lawyers, and that he has been reversed. To be specific, as Mr. Moses suggested, I would like to establish by evidence here how many times Mr. Trueheart has differed with the Land Commissioner, when the Attorney General was wrong and Mr. Robison was upheld by the court.

Mr. Allen: Judge Sinks, we don't object to any inquiry they see fit to make in regard to or in connection with the differences that arose between the Governor and the Board of Regents and the Attorney General, on the one hand, and the Land Commissioner on the other, in regard to the sale or lease of these mineral lands, because that would be pertinent as an issue before this committee. But he wants to start out and go back into the history of the department and find out what other differences were about other matters that might have existed between the Attorney General's Department and the Land Commissioner; and then they want to count up and show who was wrong most of the time, and who was right most of the time. Of course that is all out of the question. It has no relation to the matter under investigation before this committee. Of course we are all human, and we all make mistakes. Counsel says he has made them. Now, in order that we may reach a termination of this investigation, we are trying to keep it within the scope of the matters under inquiry. We don't object to any relevant inquiry he may make with regard to differences between the Land Commissioner on the one hand and these gentlemen on the other, with regard to these mineral leases. But going back into the years past and taking up some differences on some other question, that has no relation to anything here; we object to that.

Judge Sinks: It seems to me that it would be unnecessary to take up our own time to pick out a case on which the Attorney General and the Land Commissioner differed. I think that is going too far afield, and that it really doesn't reach the matter. Anything in connection with this case here of course would be pertinent, but we don't care to take up any case that may have occurred in years gone by about different matters that have no connection with this.

Mr. Moses: Will you let me make a short statement? These questions are not intended as a reflection on Mr. Truehéart or General Pollard; but the respondent in this case is charged with high crimes and misdemeanors because he didn't obey the opinion of the Attorney General. Now then suppose on other occasions before those two departments have been in conflict with each other as to their idea of the law. Now if it is true that the Supreme Court had upheld Mr. Robison on other occasions, and there is no proof up to this time that has been adduced to show that Mr. Robison was not sincere in his statement that he believed that it was mandatory to sell the 53,000 acres of land, he may have concluded, in view of these mistakes of the Attorney General's Department, that perhaps the Attorney General's Department was wrong again. It is admissible, we think, as giving evidence and determining the motive with which the Land Commissioner acted, if it was a crime to refuse to obey the Attorney General's Department and follow their opinion. It is admissible to show the motive with which Robison acted. If he had found from the decisions of the courts that positions in other land matters taken by the Attorney General's Office were wrong, that would be a matter then for these jurors to take

into consideration in determining whether the act in refusing to obey the Attorney General was wilfully done, maliciously done, or done in a manner to constitute a high crime and misdemeanor. For that reason, we believe the facts ought to be in this record.

Judge Sinks: Let's don't take up a whole lot of time. It is all right to ask questions, just in a general way, whether they have differed heretofore, and then ask how many times. I don't want to take up any particular case. It takes up too much time, and isn't pertinent, further than the fact you spoke of, that Mr. Robison might have thought the opinion of the Attorney General didn't amount to much. Just ask about two or three cases, different cases you have. Just ask that in a general way. That will answer the particular purpose that is suggested by counsel for Mr. Robison.

Mr. Price: It is a rather difficult thing.

Judge Sinks: I don't think it is proper at all to go into the minutia of the different cases in which Mr. Robison was sustained, contrary to what the Attorney General thought. Just prove that in a general way, without going into the occurrences of each particular case. That would take up too much time. It is no good that I can see.

Q. All right, Mr. Trueheart, you have been over there in the Attorney General's Office several years, haven't you?

A. Yes, sir.

Q. And on several occasions your department has differed on questions of law and policy with the Land Commissioner?

A. Besides this, I know of only one other in my time there.

Q. What was that, the relinquishment?

A. Yes, sir.

Q. All right. You took the position in that case, in the relinquishment case, that the Legislature had no constitutional authority to pass a law which would constitute the owner of the surface as the agent of the other to make an oil and gas lease on lands where the title to the minerals had been retained by the State?

A. Yes, sir; and a great many of the best lawyers in this State took the same position.

Q. All right. That question went before the Supreme Court, and you filed a brief, your department?

A. I filed a brief.

Q. You personally, I believe?

A. Yes, sir.

Q. You filed a brief developing the idea that such a law was invalid and unconstitutional?

A. And the law was sustained.

Q. Mr. Robison filed a brief and appeared on the side that it was a valid law, in favor of the land owners of West Texas?

A. Under representation by Mr. R. L. Batts.

Q. And the Supreme Court upheld the position of Robison on that case, didn't they?

A. Yes, sir. They made a number of commentaries on the law, however.

Q. You still don't believe that opinion is sound, do you?

A. Well, I don't think it makes much difference what I believe about it. The Supreme Court has passed on it.

Q. That was just voluntary; you said they made some commentaries?

A. The Supreme Court itself handed down some very important dictum there, reflecting on the law in many particulars, holding, indeed, certain parts unconstitutional, but not the law as a whole.

Q. Now, on this matter, when Mr. Robison asked for an opinion as to his power to postpone the sales, I will ask you whether you know that he was told by Judge Batts, if you were present and know that Judge Batts and the Attorney General told him to go ahead and postpone them anyhow, law or no law?

A. I never heard any such thing.

Q. You didn't hear that?

A. No, sir.

Q. And when you were called in for an opinion, you didn't have any great difficulty in writing it, did you?

A. I usually try to do my duty, since I have been Assistant Attorney General, in reaching a correct conclusion, and when I reach it I am pretty well satisfied it is the best conclusion I can reach under the circumstances, even though I may differ with other lawyers.

Q. That is not the purpose. I think you are exceedingly diligent. The point I am driving at is, just as soon as you got the inquiry your mind was made up, and you were there in San Antonio, and all you had to do was just to write a letter?

A. That is not correct.

Q. Well, what did you do?

A. I stated on direct examination that I investigated the law to a very considerable extent in the library of Mr. R. L. Ball, in the city of San Antonio, Texas.

Q. Then you forwarded that letter to your department or to Mr. Robison?

A. I forwarded it to Mr. Robison, and sent a carbon copy to the Governor.

Q. Now, Mr. Trueheart, you took the position all along on this 53,000 acres of land, and the rest of it, including the 53,000 acres, that it was going to be disastrous, and that the University would not get what it was worth. You further allege that there was no demand and no advertising. Have you learned at the present time now that, strictly on the question of bonuses, that bonuses above the one-eighth royalty, and the ten, twenty-five and fifty cents requirements, that there was deposited over there, over a million dollars, in addition to ten, twenty-five and fifty cents a year?

A. I don't remember that I ever got the exact figures. I know there had been a considerable amount deposited there. I had no basis for comparison with the land really.

Q. You were there, and you know that my clients, Gibson, Johnson and Renaud, had a bid in there?

A. I was there a short while.

Q. They were intervenors in this case, weren't they?

A. Yes, sir.

Q. Didn't you sit there with a pencil in your hand during the entire process of opening the bids, either you or Mr. Tilley?

A. Neither of us did.

Q. You were there a part of the time?

A. Fifteen or twenty minutes.

Q. You do know that Gibson, Johnson and Renaud were bidding for this land, about 50,000 acres, on an average of more than $75 an acre bonus, in addition to the one-eighth royalty delivered to the University free of expense? You know they did bid?

A. I never did prorate it out per acre. I know there was a very considerable amount offered by them. I have no way to gauge whether it is its true value.

Q. The Commissioner read out the bids?

A. I didn't hear the Commissioner read them out.

Q. Mr. Trueheart, isn't this true, that you started into this case very actively to keep this 53,000 acres, or any number of acres, from being sold, and that when you got over there to the Land Commissioner's office, when these competitive bids came in there, and showing the amounts the people had bid and deposited in banks, that you were surprised and dumfounded at the amount of money that was offered, and did you make a remark of that kind?

A. Hardly that strong. I said some of the offers there on particular sections, in Crane county particularly, were larger than I supposed those particular sections in Crane county, or rather those University lands in Crane county, would be worth. There was a bid of $700,000 for one section, and $800,000 for another. Those were personal checks, as I recall them.

Q. That is correct. Now, you say you studied something about oil land. Say we have got an area that we will call a wildcat area out here in Texas, and it shows up good on geology, and from the standpoint of the geologist is very favorable, what effect does that have on the market price of the oil and gas leases on the land, with a reputable geologist?

A. It would increase its value.

Q. All right, what happens to land which has a good report from a geological standpoint, and then you go in and drill a bunch of dry holes around it, what becomes of the value?

A. The reverse.

Q. The bubble bursts, doesn't it?

A. It don't help it any.

Q. It don't help it at all. Now, this land out here that these sums were placed on deposit for as bids, at that time no living human being knew whether there was oil on there or not?

A. I don't know.

Q. They didn't know at that time?

A. I personally didn't.

Q. Don't you know that no one else knew?

A. No, I couldn't say that. I suspect some people know a great deal more about it than I.

Q. You don't mean to say that the Board of Regents, or anyone else, can employ a geologist that is smart enough to tell you point-blank there is oil under certain land or not? Don't you know they can't do that?

A. No, it has not gotten down to the point of science, so far as I know.

Q. Well, take the seismograph, that is not a faultless method, is it?

A. I don't understand that it is, by any means.

Q. Don't you know that a rotary or a standard rig is the only way on earth you can absolutely determine whether there is oil there?

A. I think it would be the most reliable way—

Q. Go down into the ground. Now, that being true—

Mr. Freeman: We object, if the court please, to the habit of counsel in interrupting the witness in the middle of an answer. We submit that he should be permitted to finish the answer before another question is asked.

Mr. Price: I was not thinking. Pardon me.

Q. Mr. Trueheart, you have kept leases from being issued to those people who put up money over there, haven't you?

A. Yes, sir.

Q. At least, it is on appeal?

A. It is on appeal.

Q. Don't you know that if the leases went to those people the University would have a million dollars, whether it was wet or dry?

A. That is true.

Q. And that if there were oil you got the one-eighth of that delivered to the permanent fund of the University? You would get that, wouldn't you?

A. Yes, sir.

Q. Now, if it turns out dry, you would stand to lose that million dollars?

A. Something like that, yes.

Q. Now, do you think a proposition like that is a good one for the University? Will you here now say to this Legislature that it was disastrous and economically wrong and wasteful and robbing the University by letting them have that money?

A. The petition doesn't allege that Mr. Robison is robbing the University. It was not so intended.

Q. Probably not.

A. The intent of the petition in that regard is that it would be disastrous to sell it then; that the values then were not the proper values, and that it should be held until a later time when higher values exist for oil land leases.

Q. Here is the situation, Mr. Trueheart: You have been very active in this matter, and you know that this part that Mr. Robison was going to sell, 53,000 acres, was only about one-twenty-ninth of the area? You know that, don't you?

A. If that is the way the mathematics figures out. You can figure it.

Q. Something like that?

A. It is possibly. I haven't figured it.

Q. So that under the attitude of the Land Commissioner of Texas he is being charged with high crimes and misdemeanors for failing to take your advice, Mr. Trueheart? You may think a thing of that kind is the bunk, but we don't think so.

Mr. Allen: We object to counsel interrogating this witness in that manner.

Q. Mr. Trueheart, you knew then that the Land Commissioner was endeavoring and insisted on making the sale of that 1/28 or 1/29 of that area, and in a glutted market, as has been stated here in this proceeding?

A. Originally he was dumping the whole works on the market.

Q. He insisted throughout the entire proceeding on the sale of the 53,000 acres, didn't he?

A. Yes, sir.

Q. And then he further stated, so far as the Legisiature repealing the law, that he had nothing to do with them, and that they could repeal it or do as they pleased with it thereafter?

A. Yes, sir.

Q. All right. Now, if he has committed any offense, so far as your department is concerned, it is on account of his position, it is on account of his difference with you, about suspending the sale of this 53,000 acres?

A. His special difference with me and the final wind-up of it.

Q. The main difference, I say, between you and the Land Commissioner, the real point of sharp difference, revolved around this 53,000 acres for which he had a specific demand, which he said he was going to sell, and which you said he ought to postpone; that was the sharp difference between you?

A. That was.

Q. Now, Mr. Trueheart, you appealed from the decision of Judge Moore in that matter, didn't you?

A. Yes, sir.

Q. And you appealed from the position that the Land Commissioner was right and was doing his duty in making sale of or attempting to make sale of the 53,000 acres for which he had specific demand; that was the effect of it, wasn't it?

A. The case really turned on the question of vested rights, as you know.

Q. Judge Moore held that these people, Gibson, Johnson and Renaud, in going in and making their bids upon the advertisement of the State, and depositing their money, had acquired vested rights which the State could not strike down or revoke?

A. Yes, sir; that is the way.

Q. So it was necessarily the holding on the part of Judge J. D. Moore that the acts of the Commissioner in advertising the lands for which there was a written demand were valid; you knew that he held that, didn't you, both from the bench and in his written opinion?

A. I expect that is the correct conclusion.

Q. In other words, he upheld the act of the Commissioner in advertising and in insisting on the sale of the 53,000 acres for which he had written demand, that is the effect?

A. On account of vested rights.

Q. And the court further held that the statute of January 11, on the face of the case, was invalid; that is true?

A. That the Act of January 11 was invalid, yes.

Q. Now that case has gone before the Commission of Appeals, and they handed down a decision, two of them did, and one dissented, and the Supreme Court has refused to adopt the majority opinion, which upheld your views, hasn't it?

A. It upheld my views. It also rejected the dissenting opinion, which was a specific answer to each of the three certified questions which are answered adversely to the State.

Q. This majority opinion upheld your view of the law, didn't it?

A. Upon a rather technical view; not exactly.

Q. I mean in substance?

A. In substance.

Q. But it upheld your views; in substance, it was favorable to your side?

A. Yes, sir; on all of the case.

Q. Now Judge Nichols dissented and held otherwise, didn't he?

A. Yes, sir.

Q. It went before the Supreme Court, and the Supreme Court refused to adopt their opinion, isn't that true?

A. Their opinion.

Q. And has withdrawn the case from the Commission and it is now pending before the Supreme Court, and will be reached probably this fall, or in October? I believe that is what you stated, that it could not be reached before that time.

A. That is right, yes.

Q. Now, Mr. Trueheart, I will ask you isn't it true that Mr. Robison, in talking to you along the lines of this controversy, showed you that letter of November 17, which I wrote to him, as the demand under the statute that the land be advertised?

A. Yes, I so stated on direct examination.

Q. I didn't understand it. What date did he show you that letter?

A. Showed it to me on January 31, the morning of that day, 1929.

Q. January 31?

A. I mean December 31, 1928, the morning of that day, when I was over in his office.

Q. That was before your petition for injunction had been filed, wasn't it?

A. Yes, sir; before it had been drafted even.

Q. Nevertheless, you recited in your petition that there was no specific demand, your contention being that it was not such a demand as the statute demanded?

Mr. Allen: We object. He has been over that. It has all been gone over.

Mr. Price: I believe that is all. Mr. Moses, any questions?

Mr. Moses: No, sir.

Mr. Price: That is all.

Redirect Examination.

Mr. Freeman: May we have just a moment for conference?

Judge Sinks: Yes, sir.

(By Mr. Freeman):

Q. Out of the confusion, Mr. Trueheart, that now appears to exist on one matter I want to ask a question or two. As I understand the effect of your testimony, in the event the Commissioner had exercised his discretion to withdraw the 53,000 acres which he claimed he had specific demand for, as advised by the department, then it was the opinion of Judge Moore that the land need not have been placed on the market, and that action would have been restrained?

A. That action would have been postponed as to that land if he had postponed that land.

Q. Then the decision in Judge Moore's court went off on the theory, in part, that the action of the Commissioner in refusing to postpone made the sales mandatory by creating vested rights?

A. That is my understanding of the effect of the position.

Mr. Freeman: We have no further questions.

Mr. Allen: Stand aside, Mr. Witness.

Mr. Barnett: Mr. Chairman.

The Speaker: The gentleman from Hunt.

Mr. Barnett: I want to offer a motion at this time. I want to say that at the beginning of this investigation I entered into it strictly unbiased and unprejudiced. I scarcely knew Mr. Robison before this session of the Legislature. I don't think I would have known him if I had met him on the street anywhere in Texas. I voted to hear these charges, and I think counsel on both sides did their work faithfully to the interest they represented. But I

don't believe that the proponents of these charges have brought here one identical thing that this House could sustain on these charges. The only evidence that affects this case, to my mind, is the part admitted by the respondent in this case, and that is the dealings with the checks on the one cent per acre fund.

Now, Mr. Chairman and Ladies and Gentlemen of the House, I have a motion here, and after this motion is read I may have some other things to say. I want to send up this motion.

The Speaker: The Reading Clerk will read the motion.

The Reading Clerk thereupon read the motion, as follows:

I move that it is the sense of this Committee that the acts complained of in the charges against J. T. Robison, Commissioner of the General Land Office, is not guilty of high crimes and misdemeanor, but that he is guilty of indiscretion and of acts inconsistent with the conduct of a public office, and that said J. T. Robison is hereby reprimanded, and that no further action be taken in the matter.

Mr. Barnett: Now, Mr. Chairman and Ladies and Gentlemen, we have spent four days on the hearing of these charges. It is a great expense to the people of Texas to continue an investigation of this question. During the regular session, when the House appointed a committee under a concurrent resolution, to investigate this department, something like five or six thousand dollars was spent. Every page of the evidence that is given in this case that is printed in the Journal costs about $3.75. Thus far the expense alone of printing the testimony in this case runs something like $350.00, and if we go any further it is going to run something like a thousand dollars for the printing of the testimony alone.

The witnesses are here from all sections of Texas to appear before this body for the respondent in this case. Others no doubt will be subpoenaed. I don't think that this House, even after they hear the testimony in this case, will go on record sustaining the charges as made. Neither do I think, if the House did sustain the charges, that the Senate of Texas would place upon the Commissioner of the General Land Office the shame that would come to him if they found impeachment.

Now further, Mr. Speaker, I ask that this House, in order to conserve time, and in view of the fact that the only evidence that has been submitted that is worthy of consideration is that about the checks, adopt the motion.

Mr. Woodruff: Point of order, Mr. Speaker.

The Speaker: State your point of order.

Mr. Woodruff: I raise the point of order that the motion by the gentleman from Hunt is out of order in that it should come as the recommendation of the Committee of the Whole House, which it fails to do.

The Speaker: Will you reduce that point of order to writing?

Mr. Woodruff: Yes, sir.

The Speaker: The Reading Clerk will read the motion of the gentleman from Hunt.

The Reading Clerk thereupon read the motion, as follows:

"I move that it is the sense of this Committee that the Commissioner of the General Land Office is not guilty of high crimes and misdemeanor, but that he is guilty of indiscretion and acts inconsistent with the conduct of a public office, and that said J. T. Robison is hereby reprimanded, and that no further action be taken in the matter."

The Speaker: He will now read the point of order by Woodruff.

The Reading Clerk thereupon read the point of order, as follows:

"I raise the point of order that the motion by the gentleman from Hunt is out of order in that it should come as a recommendation of the Committee of the Whole House, which it fails to do. By Woodruff."

The Speaker: And, of course, all this Committee of the Whole could do would be to recommend to the House.

Mr. Barnett: I request that I be allowed to change it to read, a recommendation.

The Speaker: Is there any objection to the change in the motion? The Chair hears none.

Mr. Woodruff: Mr. Speaker, Ladies and Gentlemen of the House—The people of Texas must stand amazed at such a preposterous proposition as the motion of the gentleman from Hunt at this stage of the investigation. If there ever was a time, under the shining sun, a case demanding action by the Representatives of the people of this great State, it is in the case presented here at this stage of this matter in which the gentleman in the Land Office has not offered one iota of evidence by way of explanation or explanation of his misconduct and malfeasance in office. And yet the spokesman of the people of Texas would come

here and say to him, you have been guilty of some little indiscretion, when the fact is that he has misappropriated and misapplied public funds, and violated and raped the trust and confidence of the people of Texas to the extent of $72,000, for which we give you a little slap on the wrist, and you may go on your way and sin no more.

The people of Texas do not do things in that way; the sovereign people of Texas will not condone, will not countenance, any such action in this matter, regardless of what the gentleman from Hunt says about the matter.

What is the status of the case at this stage of the investigation? It is simply this, gentlemen of the House: Never in the history of Texas, not including and not excepting the Ferguson investigation of 1917, has there been presented a proposition such as has been extracted from that witness stand from the various witnesses who have been examined here within the last four days, and yet you would expel from the office of the Governor the man who had been guilty of crimes and misconduct in office that were inconsequential as compared with the proof that the Commissioner of the General Land Office has been guilty of, and yet you are asking the members of this Committee to forgive and forget. I tell you now, gentlemen of the House, if J. T. Robison cannot explain that $72,000, how it was spent; if he cannot come here and explain, with the assistance of his splendid counsel, the gentleman from Tarrant county, Mr. Moses and Mr. Price; if J. T. Robison cannot explain those things, I, for one, am telling you that the people of my county and my district do not have confidence enough in Robison to justify him continuing in the Land Office and administering the affairs of that department of the State government; and I say to you, that by his own admissions as they have been read into this record from the stand, from the admission of every part of testimony, and by proof, then J. T. Robison is already convicted by the people of Texas.

I went into this matter fairly and open-mindedly, willing to hear the facts and all of the facts; I knew everything that has been brought out on this witness stand, but I thought, perhaps, and I sincerely hoped, Mr. Rountree, that the gentleman in the Land Office could explain away a lot of it, and if he cannot do it, there is one thing, and one thing only, for him to do, and that is to step down and out of the Land Office.

But if he can do it, he now has the opportunity to go on the stand and explain, and I for one am going to stand and fight until the last ditch; am going to see that J. T. Robison takes that stand, and anybody else he desires to place on the stand takes that stand to explain, and does explain, if he can, the things that have been charged against him.

The Speaker: The gentleman from Dallas, Mr. Purl.

Mr. Purl: Mr. Woodruff, don't you think that you are just a little unkind to Mr. Robison? He has not said that he would not get on the witness stand and testify.

Mr. Woodruff: I have not heard any intimation from Mr. Robison or his counsel and friends from the House that he was going to take the stand and explain these things.

Mr. Purl: Don't you think that the House ought to withdraw its judgment on that?

Mr. Woodruff: Yes. That is what I am insisting on. I am insisting on having Mr. Robison explain these things. I want him to have an opportunity to go on the stand and tell all the facts. I am here now to tell you that there are one of two things which he must do here and now.

One of the things is not that he has violated no law, that he has transgressed no moral duty—he has transgressed that as you well know; and if he has done so, he has taken no opportunity to explain that, if explanation there be; and if there is no explanation, a simple condemnation as proposed by the gentleman from Hunt is proposing, is ridiculous.

The situation here now is this: We are the people of Texas. We are looking into an important and vital matter; we must hear all the facts, we must insist that Mr. Robison explain in detail, in so far as he is able, and at that time decide whether or not we have an employe which we should return and continue in the service of the people, or whether, in our judgment, that is, the people's judgment, should be discharged and another put in his place. Mr. Chairman, I move that the motion be tabled.

Whereupon the question was put, and the motion was tabled.

Mr. Allen: Mr. Chairman, Ladies and Gentlemen of the Committee—I hold a communication from an interested member of the Committee, asking about certain matters that I think he is entitled to have an answer on before we recess, and with that, I think we are

about ready to close. I do not think that we would be warranted in closing our case before giving answer to these matters. He says: "It is claimed that under the Act of the Legislature in 1925 the excess over the amount necessary to cover the reappraisement of the land reappraised at that time went, automatically, into the general fund of the State."

I will say that is purely a question of law, and counsel on both sides will submit the law upon that subject at the proper time, when we reach the argument in this case.

Now, the next question: It is claimed that more than $60,000, and in excess in this, was State money.

As to the amount, that will be shown by the examination of the bank account carried in the Texas Bank & Trust Company, and the dates of these deposits, down to October, 1926, and, of course, in the argument the counsel will have their own reasons to offer to show just what part of the money went into the State Treasury from the time the money began to be paid into the Land Office, until October 26th.

The question involved as to whether it was State money or whether it was money belonging to the people who paid it will be fully and exhaustively presented in the arguments when we reach it.

It is claimed, and the House should be advised as to that, that as to whether the values of those lands were reduced or increased by reason of the reappraisement.

It is claimed that some of the lands which were revalued were worth several times the value of price placed on them.

That matter will be fully discussed by both sides when we reach the argument.

Now, having finished with the questions with this witness, in behalf of the respondent we now rest our case.

The Speaker: The gentleman from Grayson moves that the Committee now rise, report progress, and sit again tomorrow at 10 o'clock.

Whereupon the question was taken, and the motion prevailed.

WEDNESDAY, JUNE 19, 1929.

MORNING SESSION.

At 10:20 a. m. Mr. Stevenson of Kimble moved that the House go into the Committee of the Whole, which motion prevailed.

Whereupon the proceedings were resumed before the Committee of the Whole, as follows:

Mr. Moses: Mr. Chairman, Judge Kinder and Judge Mantooth are in the reception room now. They will be the first two witnesses. We will have them brought in.

The Speaker: The Clerk will call the witnesses. If you are in the gallery or happen to be in the reception room, kindly come into the House. All right, call them.

The Clerk: Senator Julius Real, Robert Leal, Clifford B. Jones, G. A. Welhausen, Judge John Little.

Mr. Quinn of Beaumont: Mr. Chairman, I would like a ruling from the Presiding Judge on a question before we begin on these witnesses. I understand under the law that a character witness is not permitted to draw a fee nor given mileage in any district court in our State. I understand that the majority of these witnesses being summoned here by the Land Commissioner are character witnesses. The question is whether or not this State is going to have to pay these witnesses if they turn out to be character witnesses, or whether the expenses will be borne by somebody else. Now, I would like to have a ruling from Judge Sinks on that point.

Judge Sinks: As far as that is concerned, gentlemen, it is a matter that the statute covers in the district courts, but, in a proceeding like this, I don't think the statute would be binding; it will be in the discretion of the House whether they will follow that. In the district court that is the rule, and it is laid down in the statute; but this proceeding is not a district court proceeding, and I apprehend it will be according to the pleasure of the House as to what will be allowed about these things.

Mr. Quinn: I would like to have another ruling on this point, Judge. I understand there are several hundred witnesses summoned here that are excused and will not be used as witnesses. Are they entitled to their fee?

Judge Sinks: If you find it proper to allow one, you can allow all, I imagine.

The Speaker: All right. Are you ready to proceed, Mr. Moses?

Mr. Moses: Judge Kinder, will you take the stand?

Thereupon Judge L. S. Kinder was sworn by the Speaker, and testified as follows:

Direct Examination.

By Mr. Moses:

Q. Please state your name?

A. L. S. Kinder.

Q. Where do you live?

A. Plainview, Texas, Hale county.

Q. How long have you lived at Plainview?

A. About forty-one years.

Q. What is your business or profession?

A. Practicing lawyer.

Q. Have you ever engaged in agriculture or stock raising?

A. Yes, to a certain extent.

Q. What official positions, if any, have you held?

A. I was district attorney of the old Fiftieth Judicial District from 1892 to 1896; it took in fifteen or twenty counties in that part of the State, to the New Mexican line; and then from 1905 to 1915 I was district judge of the Sixty-fourth Judicial District, consisting of fourteen counties.

Q. In the practice of your profession as a lawyer, in how many of those Panhandle counties have you attended court, approximately?

A. Well, I couldn't hardly say. I would be safe, I think, in stating that I have attended court in thirty to forty counties.

Q. At the time you moved to Plainview, Hale county, what was the condidition of the public lands as to whether they had been sold, or the great bulk of them were unsold?

A. Half of the land in all those counties in the central plains country, as well as the balance of that part of Texas, was school land, every other section, and was unsold. I think in Hale county, when I went there in September, 1888, I don't believe that a section of State land had been sold up to that time.

Q. As a practicing lawyer during that time, and in that vicinity, were you familiar with the School Land Act of 1887, the amendment thereto, and the subsequent act providing for the sale of public school lands?

A. I think that I was more than familiar with that law, practically grew up with it, and our country was settled under that act and subsequent acts—amendatory acts.

Q. Have you or not, Judge, had a great deal of business for your clients with the General Land Office?

A. I have had a very large amount of business, especially during the last twenty-five or thirty years. Prior to that, there wasn't any demand much for the State land in that country. As you understand, under the original act that land was on the market at $2 an acre and five per cent interest. The people of that country at that time didn't think the land worth that, and very little was taken up. And, just to go on, I don't think that under the original act there were more than about two or three sections in Hale county that the buyers remained the purchasers; under an act—subsequent act—that land was put on at $1 an acre and three per cent interest, when most of it was sold.

Q. Now, during the early '90s, I will ask you whether or not it is true that there was great distress, both in agricultural circles and live stock circles in the entire west?

A. There was considerable, yes.

Q. Do you remember whether the Legislature, in the Act of 1895, repealed the Act of 1887, especially the value part of it, and placed the school lands on the market at $1 an acre?

A. Yes, sir, I remember it very well.

Q. State whether or not it is true, from your experience and from your knowledge of that country, that a majority, large majority, of the sections that had been formerly purchased under the School Land Act of 1887 were permitted to forfeit and repurchase at $1 an acre?

A. As I stated a while ago, I think every section of land in Hale county that had been bought under the original act at $2 an acre had been forfeited, except two, and I think I was familiar with every purchaser up to that time that bought from the State.

Q. In addition to reducing the price of the land from $2 for dry land and $3 for water land, as it was under the Act of 1887—

Mr. Allen: Just one moment, Mr. Moses. Mr. Chairman and Judge Sinks, we didn't want to object, but they have started out inquiring as to the public lands of this State, both the law and conditions that existed at that time, and the sales that took place at that time, and those things are wholly irrelevant and immaterial, couldn't possibly serve any purpose in this investigation, and we will object to it, because we think we have got enough to worry with, and this body will have enough to worry with with the things that are relevant and pertinent. We object to it.

Mr. Moses: This is only preliminary, and I was about through with that phase of it, if the court please. But

we think that it is relevant for the reason that the Act of 1925—we expect to show that the purpose of that act, by those who were on the Land Committee of the two houses, was to reduce land values in Texas because of the distress and condition of the people.

The Witness: The Act of 1895.

Mr. Moses: 1925, where the one-cent-per-acre was collected. Now, then, a question was propounded by a member of the House to know whether or not those people who contributed money to the Land Commissioner had their land values decreased, and for those reasons we think it admissible. I don't expect to go into the merits of all of these different land values, but just to show the condition of the country—we expect to try to show what the condition of the country was in 1895, and a few years prior thereto.

Judge Sinks: I think there is a good deal of latitude to be allowed, but it should be inquired into in rather a general way, instead of specifically; specific inquiry, of course, would take up very much time, and the general idea is to show, and I think that the respondent is entitled to show, that the land has decreased in value under the conditions that were surrounding it at that particular time. Inasmuch as the question has been raised that they were decreased by the Commissioner in revaluation, those matters, I think, could be shown as a matter of fact, in good faith.

Mr. Allen: Mr. Chairman and Judge Sinks—We didn't go into the question of whether these lands in the revaluation were decreased, and neither did they go into that. I want to direct the court's attention now to the fact that they are entering a new field. We specifically stated the propositions that we would go into at the beginning of this inquiry, and we have confined our investigation and our testimony to those matters that we told the members of the Committee we would enter into, and the question of whether or not under the revaluations the values were diminished—or decreased or increased—we have not gone into, and that is an entirely new field.

Mr. Moses: I understood counsel to say that the question had been propounded by a member of the House as to whether they were increased or decreased.

Mr. Allen: Yes, sir.

Mr. Moses: And if it has, if the question has been propounded and acted on, I think, naturally, I have the right to show in a general way—I don't mean, gentlemen, to take up all of the time of the House to show about each specific time, but we can show in a general way that values had decreased in 1925 from what they were prior to the time that the land was bought—just in a general way, but not in specific instances so as to take up a great lot of time. That, I view, is a just conclusion from the facts, that the question has been propounded in that matter, although counsel very likely did not intend to take up that matter; but as it has been propounded, I think it would be just, in a general way, to just prove those things. I think we have that right.

Q. Judge Kinder, to some extent were you engaged in the live stock business, intermittently—weren't you?

A. Yes, sir.

Q. West of Plainview, or west of Hale county, and west of Lubbock, it is true that until very recently that has been a grazing or ranching country, hasn't it?

A. Entirely west of Hale county, and largely west of Lubbock, and entirely west of Plainview, is a good deal of land for stock reservation that covers something like 3,145,000 acres, and entirely west of that—

Q. Well, outside of that, wasn't there a number of school sections out near the line of New Mexico that was grazing land?

A. Yes, sir.

Q. Now, getting down to it quickly, now, please tell the House what was the condition of that country, as to whether or not, on account of drouths and deflation in values of live stock, great financial disaster and distress were brought in the ranching conditions of the Panhandle, with which you are familiar, in 1925 and prior thereto?

A. Well, I don't suppose that there ever was a more deplorable condition in the cattle industry than has existed in recent years in that part of the country. The cattlemen were in about as bad shape as any people could be.

Q. Now, you are familiar, are you not, with what is known as the Revaluation Act of 1925?

A. Yes, to a certain extent.

Q. Do you know whether or not any of the land owners in the counties you have just named that were ranching counties, that their lands were revalued and the values for their lands reduced?

A. Yes, sir. I had several clients that owned land in Hockley county, especially, whose lands have been revalued under that act.

Q. How long have you known Commissioner Robison?

A. Well, I would say more than thirty years in the Land Office, intimately, in business transactions with the Land Office.

Q. During that time, have you or not had many clients who had business with the Land Office during the time that the Commissioner was chief clerk and since he was elected Land Commissioner?

A. I think especially so, on account of the fact that I have lived in that country since the beginning of its settlement and being rather familiar with the land business, I have had an unusually large amount of clients who have had business with the Land Office.

Q. Judge Kinder, are you acquainted with the general reputation for honesty, integrity and fair dealing of Commissioner J. T. Robison during the time that you have known him in those sections of the State where you lived and practiced your profession?

Judge Freeman: Just a minute, Judge. May it please Your Honor, we desire to interpose an objection that the character testimony in this inquiry is irrelevant.

A Member: I can't hear.

The Speaker: You had better talk in the microphone.

Judge Freeman: We interpose the objection that in this inquiry, which is an inquisitorial proceeding, character or reputation testimony is irrelevant and immaterial. We concede that in a criminal case it is always admissible in a trial; but in order to test out the question and ascertain the wishes of the House on the ruling of Your Honor, we make at this time that objection.

Mr. Moses: Your Honor, we think this testimony is not only admissible, but highly relevant. In the charges filed by a member of the House, the respondent is charged in a number of instances with the crime of embezzlement. On the floor of this House yesterday afternoon that charge was made again by the gentleman who filed the bill of particulars. This is a criminal proceeding, and the precedents are numerous. I may cite one: The ruling of Judge Gaines, the law officer selected to pass upon the law questions by the Senate in the Ferguson impeachment trial. Now, in view of the gravity of these charges—and, if they are true, no self-respecting member of this House ought to vote other than for articles of impeachment, so that the Senate might try the respondent—we think we have a right to introduce this. Now, we expect to go further than that, if we are permitted to do so, with this witness and with others; we expect to show that his general reputation was good with the people with whom he lived, moved and associated, who knew Commissioner Robison then, that his reputation is good now, notwithstanding the proceedings that have been published in the newspapers from time to time. Now, if we can do that, we think that we should be permitted as a matter of justice to do it. The House of Representatives yesterday—and we are not complaining about it at all—by a substantial vote said they wanted the facts. I take it by that they want all the facts. The gentleman who offered the resolution yesterday will bear me out, there was no misunderstanding between Mr. Barnett and counsel for respondent as to the offering of that resolution. Now, we want to go into the facts, we want to show everything—we don't expect to needlessly consume time, but our duty to our client is clear, to represent him to the best of our ability, and present all the facts that are relevant and that are admissible, in order that the House may intelligently vote upon the question of whether impeachment charges will be made.

Mr. Allen: Mr. Chairman and Judge Sinks—In addition to the proposition raised by Judge Freeman with reference to the relevancy of this character testimony, at all, I want to raise the further proposition that this inquiry made of this witness is objectionable because counsel is undertaking to prove the general reputation of the respondent up in that country where the witness lives, and it is well known to my friend and to any lawyer that when you undertake to establish the general reputation of a man in a criminal case, or in any other character of case, that you are confined to proving his general reputation in the community in which he lives. So, then, our contention is, first, that before a purely grand jury proceeding—and the courts have held that is what this is—it is not the custom, and it is not proper, and it is not relevant or pertinent, to go into general reputation at all; and we object to going into it, as Judge Freeman has already stated. But if Judge Sinks should not concur with us in our views upon that matter, then we raise the proposition, which is a fundamental one, about which there can be no question, that when they undertake to prove by the witness what the general reputation of J. T. Robison is, the

reputation must be confined to the community in which the respondent lives. About that, there can be no question.

Mr. Moses: Your Honor, we will not take up the time of the House attempting to reply to that suggestion.

Mr. Allen: I knew you would not.

Judge Freeman: In order to facilitate the business before the Committee, we would appreciate it if the Presiding Judge would direct the course that shall be pursued, if he permits it at all, in order to formulate the rule, so that counsel on both sides will understand exactly what the Chair rules is admissible in this inquiry, if anything.

Judge Sinks: My idea is, gentlemen, that the respondent may prove that his general reputation for honesty and integrity is good—that he may prove that. This other proposition, I think that it should be only up to the time of this trouble, that is the rule of court and the rule of justice, I think, because, as counsel suggested once, the reputation inquired into now would be having other people giving opinions on the case that is now before this House for their decision, and I think the general rules of court apply to cases of this character, and by reason of the particular character of the charges that were preferred here, I think that counsel may ask the usual questions with reference to prior to this time, prior to this investigation, is the reputation of the respondent good or bad for integrity and honesty. Now, the question occurs that was raised by counsel, if it should apply, as they ordinarily do in a criminal case, to a community in which he lives. That rule applies where a party has lived a long time in a community and the people have no knowledge of his reputation anywhere else. But if a party has lived for many years in any other community, it is still legitimate and proper for them to bring in testimony as to his reputation as long as he lived in that community. The thing in this sort of question is that it is hardly a local matter to a State officer, and that is where I see the distinction. A State officer, while he has a particular locality, the seat of government, still he is a citizen of the whole State, and I am rather inclined to think that the question should be allowed to be asked, but that it should be confined to the question: "Do you know his reputation in your section of the State for honesty and integrity?" If the witness answers "yes," then it should be: "Is it good or bad?" He can state "good" or "bad," as he sees proper, according to his view of it. Now, I think that is proper, gentlemen, and I believe that that is fair, that it should be limited up to the time of the beginning of this, and that it is not for the witness to express the opinions of people as to what they thought about this investigation.

Mr. Moses: We think Your Honor is right on that, and we will not pursue that part of it.

Mr. Allen: Now, Mr. Chairman and Judge Sinks, in order to expedite this hearing and save time, having heard the views expressed by the learned and able Judge, the counsel for the House will admit as a fact that up to the time this controversy arose, the general reputation of Hon. J. T. Robison, Land Commission, in this State and throughout this State, for honesty and integrity was good.

Judge Sinks: Well, that eliminates that feature.

Mr. Allen: And with that admission as a fact, we think that this character of testimony ought to be disposed of.

Mr. Moses: Now, Your Honor, we do not think that is fair. Here is a jury to say by their vote that this man shall be tried for high crimes and misdemeanors, and if found guilty by the Senate removed from office and debarred from hereafter holding office, or vote the contrary. We can appreciate the admission that they would make, but in justice to respondent—and we will not abuse it by bringing a perfect cloud of witnesses here—we believe we ought to have the right, and that this House ought to have the right, to look into the faces of men like my old friend here and others we have from different portions of the State, and hear from their own lips what they say, not what counsel for the prosecution may say—if they get to that role later on—but what the witnesses say, and that the voting members of this Committee have an opportunity to consider that testimony for whatever they may think it may be worth.

Judge Sinks: There will not be any more proof if there would be five hundred witnesses present that would testify that the reputation of J. T. Robison for honesty and integrity is good, it would prove no more than would an admission that his reputation is good; it seems to me that it would just take up a great deal of time proving a thing which is conceded; when that is conceded it is a fact, and it is stated as a fact, and, being a fact, to take up the

time of the House to prove a fact that is already conceded is not proper and it is never proper in any court; and as we perhaps may have departed a little from the rules to prove general reputation, I thought it was just and right and proper that the respondent should have the right to prove his general reputation up until the time these charges were filed—right and proper and just, that is the way it looks to me. But when it has been conceded as a fact that his reputation was good, proof of it by any number of witnesses cannot strengthen it; and looking at the witness when he is testifying would add nothing to a thing that is proven and established without any question, and which the counsel for proponents have conceded. And I think, gentlemen, that if it be conceded as a fact that his reputation for honesty and integrity up to the time these charges were filed was good, that settles that issue with every member of this House, and they are in honor bound to accept this as a fact. Therefore, I sustain the objection by proponents to going further into the proof of the general reputation of Mr. Robison.

Q. Judge Kinder, in the administration of the land laws during the time of Commissioner Robison's incumbency in the Land Office, up to and including the administration of the Act of 1925, are you acquainted with the general reputation that Mr. Robison bore as to whether he handled the public lands in that portion of the State efficiently and to the satisfaction of the public and the owners, or the contrary?

Mr. Allen: Now, we object to that, if the Chair and Judge Sinks please, for this reason: The question of whether or not the Commissioner, under those various acts, complied with those acts and administered the law properly, is a question of law, and the question of whether or not the public were satisfied with it would cut no figure, for the simple reason that when the Legislature has provided the law, it must be administered in accordance with the acts of the Legislature, regardless of the public, regardless of whether it meets the general approval before its repeal or not, and general reputation along that line is extending into a field that Judge Sinks has already excluded in defining the territory or scope of the general reputation testimony, and we object to it for that reason. And counsel very properly suggests to me that it is seeking to elicit an opinion from the witness upon the very issue, and one of the issues, that has got to be determined by this Committee when this case is finally submitted. And for those reasons we object to it.

Mr. Moses: Just a moment. I withdraw that question for the moment.

Q. Leaving out the question of general reputation, confining it alone now to the Act of 1925—as a lawyer and as an ex-district judge, I will ask you to state from your personal knowledge in handling lands in that portion of the State with which you are familiar, the revaluing of them under the Act of 1925, was it done efficiently and honestly, or the contrary?

Mr. Allen: Now, we object. That is the very question that this Committee has got to determine from the testimony, under the law of this State, and he is seeking to prove by this witness with an omnibus inquiry what his opinion is of the very matter that every member of this House or this Committee must determine, under his oath, at the conclusion of this testimony. It would not be admissible in any court on earth or under any rule in this State, and we object to it.

Senator Price: May it please the Court, one of the specific charges in the bill of particulars drawn up by Representative Woodruff is that the Commissioner mismanaged and abused his power in handling this reappraisement act. Now, then, we bring here a witness from the very country affected, who is a land owner and an attorney. Now, we are not asking him about any reputation, but we are asking him what he knows as a citizen out there acquainted with the actual facts; and we submit that if we can show anything in this case, it being charged that there was mismanagement of this fund, it being questioned here—that he lowered the prices lower than they should be, we are entitled to show by these people from West Texas who know the facts just how that was done. Go into the facts themselves, not opinions nor conclusions of law, but the facts themselves pertaining to the whole situation.

Mr. Allen: Now, Judge Sinks, if we were going into that, the only legitimate way in which the facts could be established would be to show what the appraised values of the lands were prior to 1925 and 1926, and then what the reappraisement is, and if we find that those values have been high, each member of this Committee would reach his own conclusion. But they started with an inquiry addressed to the proposition

as to the general reputation in regard to it. They knew when we made the objection that Your Honor would not permit that.

Mr. Moses: No, frankly, we didn't know His Honor was going to do that.

Mr. Allen: Well, I had no intimation, but after the previous ruling of the Chair I knew what he would rule on that subject, and I think most every other man here did know. Now, they withdraw that and they seek, in developing facts from him—that is, the value of the specific land prior to the Act of 1925, and the value of specific lands after they were revalued, they want to know in a general way was the matter fairly administered and was it fairly handled. Now, that is for this body to determine, and that is permitting his opinion as to what was reputed at that time to be the value of the land.

Judge Sinks: I think the objection is well taken, gentlemen. The question is before this House to determine not what somebody might think as to whether the Land Commissioner did right or whether he did wrong. I would sustain an objection promptly if the proponents would seek to prove by witnesses out there that they had dealt with him and that it was not right. I sustain an objection also now to this, that they can prove by witnesses that they had dealings with him and their dealings with him were all right. All those matters are not facts, I don't care in what shape or form they are put; they are not facts, but are opinions of a particular person. Now, I think that this House has to pass on all these things, and any legitimate testimony that would show that it was right, or any legitimate testimony that would show it was wrong, would be permissible; but not as to those individuals telling that he says this was done rightly or this was done wrongly. Those kinds of questions I think are matters for the House to deduce from all the testimony that is here. I think that is clear and a fair statement, and I so rule.

Q. Judge Kinder, it is alleged in an affidavit filed by a member of this Committee that the one-cent-an-acre provided for in the Act of 1925, and referred to in the Act of 1926, was State funds. Are you familiar with those two acts, have you read them?

Mr. Allen: Answer "yes" or "no."

A. Yes.

Q. How long have you been practicing law?

A. Well, about forty-two years.

Q. From your experience as a lawyer, and as a judge, I will ask you whether or not, in your opinion, in 1927 and 1928, these moneys, or what was left of them, were State moneys, or private moneys?

Mr. Allen: Now, if the Chair please, and Judge Sinks, he is undertaking to prove what the law was. We all recall when Governor Moody was here on the stand his reference to a lawyer in the district court who undertook to put a member of the Legislature on the witness stand to prove up the law, and I didn't hardly feel, after what the Governor said, that counsel would resort to that effort here. But be that as it may, he is undertaking to prove by the distinguished judge, who is now a witness in this case, what the law is, and that is not permissible in any court, under any rule of evidence in the world, and we object to it.

Mr. Moses: Your Honor, suppose that Commissioner Robison honestly believed that they were private funds, and we can show that fact, wouldn't this character of testimony then be admissible from lawyers of distinction? And we will endeavor to not try to prove it except from that source. If they are of the opinion, it is their opinion that they were private funds—and that is our contention in this case, and Commissioner Robison believed it—doesn't that take the culpability away from it, even though this House might conclude otherwise? If he treated it as private funds, honestly believing they were private funds, and used some of it with the consent of those who had paid it in, then there is no criminal intent shown on the part of the respondent.

Judge Sinks: As to that proposition, I think, gentlemen, if you undertake to bring lawyers around to prove what the law is, you will have a terrible time; there would be as much difference as there would be between the so-called controversy on evolution. So I don't think it is proper to undertake to prove by a lawyer what the law is. Now, as to the good intentions of Mr. Robison; of course, if the testimony—I don't remember now what he said—but it was stated up here that Mr. Robison believed that those funds were private funds, that he could properly use them, that would be a matter of proper testimony before the jury here to consider as to the intent of the party

in managing his business—I think that is proper; but to undertake to prove by a lawyer here that, according to the law of 1925 and the law that was passed afterwards in the Special Session as to this one-cent—even if it one way or the other—it is not that character of expert testimony that is admissible, still there would be just about as much difference of opinion. It is not regarded as proper testimony for an attorney to get up and swear as to the effect of different acts; these are matters, now, that, of course, counsel would present to the House. It might be objected that all members of the House were not lawyers, but at the same time that would make no difference whether they were lawyers or not, they are jurors and would have to pass on the matter. Now, counsel can argue and present this matter, of course, to the effect that it was actually private funds, from those laws, but it would be from the laws themselves, and they couldn't bring expert lawyers here to give their opinions of it. Now, that is my judgment about that.

Mr. Moses: Judge Sinks, if you will pardon me, it is true that in a trial in court, where the presiding judge instructs the jury what the law is, that the opinion of lawyers would be inadmissible; and it is true that, and we will show by the testimony of the Commissioner, and he will swear that he honestly believed they were private funds, while those proponents of impeachment, if any there be when this is over with, and counsel employed by them, will not any of them concede that they were private funds, they will argue that they were public funds, the jury might conclude that Mr. Robison in that matter at least was not a credible witness, that he has testified from selfish motives or to avoid punishment. Now, I can see that those other rulings are, perhaps, correct, but if it can be shown now to the laymen of the House, not by a great horde of lawyers, but by a number, a respectable number, that they concluded it was that way, then it becomes helpful at least to the jury to determine whether Commissioner Robison was honestly telling the truth when he said he believed they were private funds. We will not abuse it if we are permitted to do that, Your Honor. It is already a part of this record that the Attorney General of Texas ruled that they were public funds; now, that is the chief law adviser of this State. Are we compelled to keep silent and not disprove that if we can disprove it? Because it is also in evidence—and I mean no reflection on the Attorney General's Department, all of them whom I know are my friends, from General Pollard down—they have given a good many opinions that the Supreme Court has held are erroneous. Now, as affecting the good faith of Commissioner Robison as treating these as private funds belonging not to the State, but to those people who paid them in, I believe that we should be permitted—and we appeal to this House, to this Committee, of which you are presiding Chairman—to let us go into that matter.

Mr. Allen: Now, Judge Sinks, I do want to keep the record straight. Counsel suggested to my friend that we had asked somebody connected with the Attorney General's office about that matter. We not only did not do it, but we never thought of doing that—we never asked either Mr. Trueheart, or the Attorney General, or the Governor, and we had no occasion to, and wouldn't have done it if we had—we never asked any of them whether that was a public or a private fund. The law determines that, and counsel is just in error when he says we ever asked a question of that kind, because, so help me, God, we didn't do it—we didn't do it then, and wouldn't do it now.

Mr. Moses: Mr. Smith, who represented the Commissioner in the investigation, informed me, the House knows whether it is correct or not. We submit the report to this House, and Mr. Minor, as a part of that report or a part of that record, presented an opinion from the Attorney General's office to the effect that those moneys were State moneys. Now, whether Mr. Allen did it, it is in the hands of the membership of this House, who are going to have to vote on that proposition, it has been discussed here on the floor of the House, when the Minor report was presented and argued to this House—why, it is in the minds of all the jurors now, it has been told to them before, and because it has not been introduced right at this time, to quibble over a matter of this sort, we don't believe is hardly fair. Counsel may not be any more acquainted with the report than I am—I have never read it, I know of it only in a general way.

Mr. Allen: Now, Judge Sinks, just one moment, counsel interrupted me—I was speaking—

Mr. Moses: I beg your pardon, I thought you were through.

Mr. Allen: But he interjects a matter into this hearing I never heard of—

Judge Sinks: But, gentlemen, I don't see any use to argue this thing. As far as I am concerned, it is perfectly clear to me you can't go ahead and prove what the law is by a lawyer. The law speaks for itself, each juror will have to pass on this matter according to his best judgment, according to the law as presented to him by counsel on either side as to what that law is. I don't care anything about the balance. The lawyers have to judge for themselves, and I think every man in this House should do the same—let him judge for himself and give his honest judgment about it after hearing the law and hearing the court decisions and the argument on both sides as to what is the law. That is all you have to do; and I don't want to bring in half a dozen lawyers here to show one way what the law is, and bring in another half dozen to show the other way, and you don't prove anything when you get through with it. That is my idea about it.

Mr. Moses: You may cross-examine him.

Mr. Allen: Stand aside, Judge. Thank you.

(Witness excused.)

Julius Real, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. Will you please state your name?

A. Julius Real.

Q. Where do you live?

A. Kerrville.

Q. How long have you lived in Kerrville?

A. Sixty-nine years.

Q. Have you ever held any official positions?

A. I have.

Q. What positions were they?

A. I was county commissioner, county judge, county superintendent of education, and was a member of the State Senate for ten years, and a member of the Council of Defense during the World War.

Q. Talk with a little more volume. Were you a member of the State Senate in 1925?

A. I was.

Q. Were you a member of the Committee on Lands and Land Office in the Senate, what is known as the Land Committee?

A. I was.

Q. Did you occupy that position while you were in the Senate?

A. Yes, sir.

Q. Did you occupy any position on that committee?

A. I was chairman of that committee.

Q. Do you recall what is known as the revaluation act that was passed by the Legislature in 1925?

A. I do.

Q. Senator Real, have you during a great portion of your life been engaged in the stock business?

A. You might say all my life. I was born on a ranch, and raised on a ranch. That is about all I have ever done.

Q. What were the financial conditions of West Texas in 1917, occasioned by drouth and later by deflation in the value of cattle?

A. Very bad, very bad.

Q. Do you remember whether or not there was a very severe drouth in 1924 and 1925?

A. I remember that quite well.

Q. Did you hear the discussion by the proponents of the land bill in 1925?

A. I did.

Q. And especially with regard to what was intended by that act, as to whether or not it was passed in many instances for the purpose of reappraising land at a lower price than it had been previously sold at?

A. Would you ask that question again, please?

Q. After you heard those discussions of the proponents of that bill and the Senators on the floor, was it or not generally understood, and so stated, that the main purpose of the passage of the Act of 1925 was to lower the values of the school lands?

A. That is the way I remember it, in that drouth-stricken section out there.

Q. Personally, did you have any land reclassified or revalued?

A. I did not.

Q. You know J. T. Robison, the Commissioner?

A. I know him well.

Q. How long have you known him?

A. I was first connected with the Senate in 1919, and the entire time when I was in the Senate before, I was on the Land Committee, the entire time, if I remember correctly, and naturally I got in intimate contact with him quite often, and the ten years I was in the Senate I met him often. I never had any official duties with him personally, personal dealings, never.

Q. Did you have occasion to meet Commissioner Robison in Kerr county, where you live?

A., I met him there at times and at other places.

Mr. Price: Pardon me, it has just been called to my attention that the Representatives can't hear you back there. Let's change the microphone so they can hear.

Q. Senator Real, state if you know whether or not, in revaluing this land, Commissioner Robison went on the ground and made personal inspections of the lands that were involved and reclassified and revalued?

A. I only know what I heard.

Mr. Moses: Cross-examine.

Mr. Allen: That is all. Thank you, sir.

Robert Real, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. Your name is Robert Real?

A. Yes, sir.

Q. Where do you live, Mr. Real?

A. At Kerrville, Kerr county.

Q. Were you raised in Kerr county?

A. Yes, sir.

Q. What business are you engaged in?

A. Stock business.

Q. How long have you been engaged in that business?

A. All my life.

Q. Prior to the division of the land belonging to the Schreiner Cattle Company, were you connected with that company in any capacity; if so, in what capacity?

A. I was handling some of their ranches.

Q. You had charge of what is known as the Live Oak Ranch, did you not?

A. Yes, sir; at that time the Live Oak, the Sawyer and the Bundy, three ranches.

Q. Were you familiar with live stock conditions, especially cattle?

A. Yes, sir.

Q. During the years preceding 1925, and during the year 1925, in the section of the State where you live, and west of there?

A. Yes, sir, very well.

Q. What were those conditions, Mr. Real?

A. Well, a few years prior we had some bad drouths up there, and then in the year, part of 1924 and 1925, we had the worst drouth we ever had. But the big drop in cattle came about 1921, I think was when the big drop came in cattle, when in eighteen months they lost about two-thirds of their value.

Q. What was the financial condition of 98 per cent of the cattlemen in 1925 in the western portion of this State?

A. Just as bad as it could be. They went broke by the wholesale. It couldn't have been any worse drouth we ever had. Right on top of those low cattle prices we had the worst drouth, part of 1924 and part of 1925, that we ever had since I have been a boy in this western part of the State.

Q. Personally, did you ever own any land that was revalued or reclassified?

A. I did not.

Q. Do you know Commissioner Robison?

A. Yes, sir, I know him well.

Q. Are you his friend?

Mr. Allen: We object to that.

A. Yes, sir.

Mr. Moses: Cross-examine.

Mr. Allen: Stand aside, sir.

Mr. Moses: Now, will you give us a few minutes to reorganize ourselves under the rulings?

The Speaker: A short recess.

Mr. Moses: About one minute.

J. C. Hunter, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Smith):

Q. State your name to the Committee.

A. J. C. Hunter.

Q. Where do you live, Judge Hunter?

A. I live at Abilene at present.

Q. Where did you live before you moved to Abilene?

A. From 1911 to the early part of 1929 I lived at Van Horn, in Culberson county, Texas.

Q. What official position, if any, did you hold in Culberson county?

A. I was county judge of Culberson county for ten years.

Q. Did you own any lands in Culberson county?

A. I did.

Q. Were you interested in the enactment of what is known as the Reappraisement Act of 1925?

A. I was.

Q. Did you have occasion to come down to Austin at the time that bill was up before the Legislature?

A. I did.

Q. State to the Committee what you know of your own personal knowledge about the history of the enactment of that statute.

A. That statute was enacted as a result of a solicitation of a committee from West Texas to appeal to the Legislature to pass a law that would correct an evil condition that came about

through two causes: First, a wrong policy in the sale of public school lands in the extreme western portion of the State, where the drouth conditions which brought about the immediate trouble existed in that territory, and that caused them to come here in regard to the wrong policy of sale. Briefly stated, it is this: Up to about 1905 the policy of the State in regard to its public school lands in that territory was to withhold them from sale and lease them in large tracts to cattlemen. Under that policy large ranches were built up and established and profitably operated. The leases were obtained from the State on long term of years, at comparatively low rental, and the cattlemen were enabled to build up large ranches without extensively improving those lands and without heavily stocking those lands. That condition prevailed until 1905, during which time, as stated, profitable ranching enterprises were built up.

In 1905 the Legislature passed a law changing that policy and ordered the lands sold, and the leases on expiration were not to be renewed. The lands were to be sold to settlers, which was prompted by the fact that it was believed it would be better for the State for this land to be taken up as homesteads and developed, and develop taxable values and establish a healthy condition in that section of the country by breaking up those large cattle ranches.

Under that policy the lands were sold, not at a fixed price at which they might be sold, as had been done in other parts of Texas up to that time, but were sold as a real estate proposition, to the highest bidder, open to the whole world. And those lands went upon the market, and they were bid upon at stated times by the people from all parts of Texas and all parts of the United States, and people in a large measure who knew nothing about the conditions that existed out there in the operation of a ranch. They purchased those lands, and couldn't conceive of them being worth as small amount as a dollar an acre, or a bit higher than that.

The ranchmen out there couldn't pay those prices, and in a large number of instances some of them made the mistake of trying to outbid those men from East Texas, Louisiana and Arkansas, who didn't know anything about that country. And after they bought those lands in at a higher price, they were required to live on them three years, their homestead that they had purchased, in some instances four sections, and in some instances eight sections.

When they went out there to live on the land and try to make a living, the law required them to stay on the land three years and to put certain improvements on it, and they found that was practically an impossible condition. In the first place, water could be obtained, if at all, at great expense; and when one got a place it would be necessary to find water, and improve it, and buy cattle and put on; and the number of cattle that four to eight sections would carry were insufficient to sustain a family, pay interest to the State on the purchase price, and pay off the interest on the investment in cattle, and pay for improvements on the land.

And so consequently these men, after their three years were up—the law provided that they could sell at the end of one year, and at the end of the year practically all of them were undertaking to sell their holdings. And usually the purchasers were the people who owned those large ranches before, under lease contract, and had had their business destroyed by the onrush of these homesteaders, who usually found conditions such that they couldn't make a living, and the policy proved to be a mistake, both to them and to the country out there. So they sold out what they called their bonus claims to the ranchmen throughout that country.

There is where the trouble started. The ranchmen who had been successful under the leasing policy began to market their cattle to raise money to buy out those bonus claims. And they did that almost to a hundred per cent, and in some instances they would mortgage their cattle. And that continued for a period up to about 1911 or 1912.

Then we had a drouth condition come on in that country, which brought about more trouble, and hundreds of those fellows who had undertaken to purchase those lands and operate them and create enough wealth to pay the taxes and interest on those lands, found that they couldn't do it.

And the Legislature in 1913, realizing that condition that existed out there, and feeling undoubtedly their responsibility for apparently having brought it about, passed a revaluation act in 1913. There was a committee appointed from down there that went out there and did reappraise a good many of those lands, and didn't do good enough job to correct the mistake that had been made in the sale of lands in the first place.

Q. This reappraisement of 1913 didn't lower the prices sufficiently to justify the people in continuing to own the land, is that it?

A. It certainly didn't; and it lacked a whole lot lowering it down to the level of the lands all over Texas outside of that section. After they made this revaluation the section got started the best it could under that program, and in 1916 another drouth came along, as they regularly do in that country. In 1917 the drouth was bad, and in 1918 it was bad.

And then the Legislature down here in 1918 passed a resolution instructing the Commissioner not to forfeit those lands for non-payment of the interest due on them, and some of them carried on over until 1921, at which time the Legislature passed another resolution instructing the Land Commissioner not to cancel lands for non-payment of interest up to 1922.

Then we went on up to 1925, and the physical condition didn't improve. It got worse. And this was the worst drouth in the history of the country. In practically every town in the country out there the original lease operators became either insolvent or bankrupt. Many of the banks in that country were practically bankrupt or insolvent. So the Legislature, in response to a widespread movement on the part of the land owners in that country, passed what is commonly known as the 1925 reappraisement act. And on that measure the ranchmen appeared down here before the committee and urged the passage of some such law to give relief to a bad condition that existed out there, and to correct a mistake that had been made by the Legislature in the policy in regard to public school lands in the desert section out there west of the Pecos River. We argued for the same kind of treatment for the people out there that had been accorded to the people in the rest of Texas. And the response of the Legislature, as it usually is when they have the facts before them, was fair and reasonable action on matters pertaining to that section of Texas.

Before that time Mr. Robison, at their solicitation, and along with us, told of conditions, but did not recommend a law. We recommended that law. There had been some kind of a bill prepared by someone that didn't reach the conditions, and a sub-committee was appointed by this main committee of the House to draw up a bill that met objections. That sub-committee met in Mr. Robison's office, and asked me to appear, along with other representatives from West Texas. I don't mean the Representatives in the Legislature. I mean the people from West Texas. They asked us to come there, and we did go over there in his office and gave them our views.

When the committee meeting was over they asked Mr. Robison to draft a bill that would be constitutional, and to put into it the things that had been developed in the hearing. He said he was willing to write the bill, but objected especially to one feature of it, and that was that it was the unanimous recommendation of the committee and of the folks down there that he act as a committee of one to revalue those lands. He recommended that a committee of more than one be appointed by virtue of the bill to do this revaluing. That was overruled.

Q. What reasons did Mr. Robison give for objecting to having the sole authority of revaluing those lands?

A. Well, he gave various reasons. I recall one of the reasons was that he said he was so familiar with the condition of the country, and was familiar with the policy that had been in vogue, and that he was afraid he would be too liberal with the land owners in that part of Texas. And the committee members replied that they expected him to be liberal. More than one member of the House told me that they expected this land to be put at a dollar an acre, like it was under the 1895 law. That was what was expected, that the land would be appraised at a dollar an acre. The land was valued at around $1.50 an acre by Mr. Robison when he went out and made the valuation on the ground.

Q. That was the way Mr. Robison revalued the land?

A. Yes, sir. It was about $3,000,000.00 more than the people expected when he was made a committee of one to go out and revalue it, instead of $5,000,000.00 less than it ought to have been, as has been intimated here.

Now I want to say this further: The other thing discussed by the people down here was the matter of the expense of revaluing those lands. There seemed to be no objection on the part of the Legislature to correct the mistake that had been made and to give some consideration to the conditions prevailing, but the question of who was going to pay for it arose. The Legislature members said they would not pay any of the expense. They were willing for the lands to be revalued, but they would not underwrite a dime of the expense of

that, and that the land owners themselves would have to pay that. It was thought that a half cent an acre would be enough to pay that expense, and while we were willing to pay it, we didn't think we ought to have to pay it, and thought that the Legislature ought to pay it, and they refused to do it. We then got to the point that the law required that we put up one cent an acre. We acceded to that without further argument, for this reason, because of the fact we understood—

Mr. Allen: We object to what he believed.

The Witness: I will state what I know.

Mr. Allen: This witness has been speaking, and of course we have no idea in the world what he is going to say. I think if he is a witness counsel should interrogate him, so we will have some intimation of what he is going to say and have an opportunity to object to some particular matters going before this committee. I shall object to the witness making a further speech, and shall invoke the ruling of the Chair and Judge Sinks, that counsel be required to interrogate his witness.

Mr. Smith: We object to the statement of counsel that the witness is making a speech. This witness is testifying to facts as he knows them, and it seems to me that he should be permitted to tell his story before this committee without interruption by counsel asking questions better than by counsel asking questions; and we further submit that this witness has testified to nothing that was not admissible.

Mr. Moses: I object to Judge Allen quarreling with the witness.

Mr. Allen: I am not quarreling with anybody except my friend Moses.

Q. Go ahead, Mr. Hunter.

A. That necessitated making this one cent per acre fund so there would be sufficient to pay these expenses and to avoid a condition that might arise whereby Mr. Robison would be compelled by law to examine those lands and pay his own expenses, because the State refused to pay any part of the expense fund. We acceded to that position, and took the position, however, that no part of that money, since the State would not pay any of the expenses, that no part of that money, if any was left, should ever be paid into the State treasury itself. That position was persisted in, but it was passed into law that the portion left, if any, should be paid into the treasury.

We continued to persist that that was wrong, and later insisted that the law be amended in other respects that were necessary to carry it into full effect, and along with that, since it had to be amended in other respects, we insisted that it also be amended in 1926 so that this money, if any was left, should go back to the people who paid it in, since the State would take no part in putting up the money in the first place. That is the amendment that was passed, to return the balance to the owners of the land, the people who had put it up in the first instance.

Q. Judge Hunter, do you know the rental value of lands generally throughout West Texas that are used for grazing purposes?

A. I do of those lands in the extreme western portion, where the greater portion of this land was revalued.

Q. What is the average rental price obtained from that land?

A. It will range from three to five cents an acre. The largest single owner of land in that country has about 2,000,000 acres of land that the State gave to the Texas & Pacific Railroad Company in order to induce them to build into that country. Those lands are held in what is known as the T. & P. Land Trust, and they are leased to the ranchmen in that general section of the country, when they can find someone to lease them to, and the prevailing price is from three to five cents per acre per annum.

Q. That is the entire source of revenue obtained from such land?

A. That is the only source of revenue from those lands, so far as I know.

Q. Under the law the purchaser has to pay three per cent interest to the State?

A. He pays three per cent on all those lands that were purchased up to a certain time. In addition to selling the land, the State used to require the man to go out there and live there for five years on the land. So there was some of that land that they could not get a man to go out there and live on, and they changed that and said they would not require them to live on it, but they would charge five per cent interest. So on the lands that have been sold in recent years they charge five per cent interest. On those sold prior to that they charged three per cent.

Q. The purchasers of those lands have to pay State and county and district taxes, don't they?

A. They do.

Q. Now, Judge Hunter, I want to

ask you about gifts that have been alleged were made to Mr. Robison. Did you have anything to do with supporting the movement of those West Texas people that resulted in a refund of a certain portion of this reappraisement fund, the one cent per acre fund, to the Land Commissioner, and, if so, what?

A. Yes, sir; I did.

Q. Tell the committee about it?

A. The first connection I had with that, the part I had to do with it, was the circulation of a petition addressed to the Land Commissioner, and advising him that we understood that we were to receive a portion of this one cent an acre fund as a refund to us, and if that were true we would not accept it, and instructed him then and there not to sent it to us, but to keep it for his own personal use.

Q. Have you a copy of one of the petitions you caused to be circulated?

A. Yes, sir; I have.

Q. Read the request that is written on that petition which is addressed, as I understand it, to Mr. Robison.

Mr. Allen: Will you let us see that, Mr. Smith?

Mr. Smith: Yes, sir.

Mr. Allen: We have no objection to that.

Q. Read that, Judge Hunter, please.

A. Mr. J. T. Robison, Land Commissioner, Austin, Texas. Dear Sir: I understand that you are to refund a part of the one cent per acre that I paid on the expense of revaluing my land. If this be true, I will not accept it and now instruct you not to send it to me, but keep it for your personal use. Yours very truly, with the names of the signers, signed by a number of people here.

Q. Did you cause a number of petitions like that to be typewritten?

A. I did.

Q. What did you do with them?

A. I circulated some of them myself, and others were circulated by various people in West Texas.

Mr. Allen: I would like for the stenographer to identify it and put it in the record.

Mr. Smith: I have not introduced it yet. The witness has just read it.

Mr. Allen: Then I move that it be stricken.

Mr. Smith: If the court please, we are offering this evidence as we think it should be offered. Personally, I see no objection to offering it. I don't like to have Judge Allen instruct me how to interrogate my witness. I have heard that Judge Allen was this kind of a lawyer, a very able lawyer, very ingenious, a lawyer that likes to ask the question, to rule on the admissibility, and then answer the question. We don't want it conducted in that way, may it please the court.

Mr. Allen: I make the motion. I am addressing myself to the Chair and to Judge Sinks relative to the instrument that he read and did not offer in evidence.

Mr. Smith: I offer this in evidence.

Mr. Allen: As to any reference made to me, I will say I consider the source.

Mr. Smith: We offer it in evidence.

(The instrument was thereupon introduced in evidence, identified as Exhibit No. 61, and is as follows):

Mr. J. T. Robison, Land Commissioner, Austin, Texas.

Dear Sir: I understand you are to refund a part of the one cent per acre that I had paid on the expense of revaluing my land. If this be true, I will not accept it and now instruct you not to send it to me, but keep it for your personal use.

Yours very truly,

Name of Land Owner.

Postoffice Address.

R. D. Parker, Toyah, Texas.

B. F. Seay, Toyah, Texas.

Mrs. J. P. Seay, Toyah, Texas.

M. McAlpin, Toyah, Texas.

M. McAlpin and M. A. Grisham, Toyah, Texas.

M. McAlpin, M. A. Grisham and Shelby Brooks, Toyah, Texas.

J. Van Geson, Toyah, Texas.

Mrs. Jno. B. Young, Toyah, Texas.

Citizens State Bank, by E. B. Daniel, Toyah, Texas.

W. M. Wright, by E. B. Daniel, Toyah, Texas.

Mrs. W. M. Wright, by E. B. Daniel, Toyah, Texas.

E. B. Daniel, Toyah, Texas.

Mrs. Winnie Caroline, by Geo. O. Duncan, Pecos, Texas.

Mrs. Grace Morrison, by Geo. O. Duncan, Pecos, Texas.

Geo. O. Duncan, Toyahvale, Texas.

Mrs. A. W. Hosie.

Mr. Allen: Mr. Chairman, my position on this I want understood. We were invited here to represent the members of this House. I have made no personal allusions to any—

Mr. Smith: We object to any further speeches from counsel.

Mr. Allen: As counsel for this committee, I rise to a point of personal privilege. I do say this. I don't propose to

stand here and let counsel for this respondent attack counsel for this House, and then not be permitted to reply, until the Chair says I must not.

The Speaker: The instrument in question has been introduced in evidence.

Mr. Allen: Yes, sir; but I do think counsel ought to be admonished not to make those personal allusions.

The Speaker: Let the Chair admonish counsel on both sides to refrain from any such as that. Proceed with the case.

Q. Judge Hunter, Mr. Woodruff has caused this note to be handed to me: "Please have the witness give the date of the petition read." Does it have a date on it?

A. The petition is not dated, but I know approximately when it was circulated.

Q. What time was it circulated?

A. In the spring of 1928, I think during the month of March and perhaps April.

Q. So that was long after the revaluation of the lands had been made?

A. Yes, sir. The greater portion of lands in that section of the country had been revalued long prior to that, about two years; most of it had been.

Q. Did you have any lands revalued?

A. Yes, sir.

Q. Were those values reduced some?

A. They were.

Mr. Gilbert: Mr. Chairman, I move that the Committee rise and report progress, and ask leave of the House to recess until 2 o'clock.

The question was taken and the motion prevailed.

WEDNESDAY, JUNE 19, 1929.

AFTERNOON SESSION.

The Speaker: The Committee will be in order. Gentlemen, who is your next witness—let's proceed with the hearing; if you gentlemen will come down towards the front you will be able to hear better, and there will be less confusion.

(J. C. Hunter on the stand.)

Mr. Smith: Judge Hunter, at the time we recessed at lunch, you had testified as to this petition requesting Mr. Robison to keep whatever amount might be due land owners. What was Mr. Robison's attitude in regard to those petitions or those requests?

A. He declined to follow the suggestion made in that petition and said that he would return the money to the owners by check.

Q. Do you know about how many persons signed these various petitions requesting him to keep those checks?

A. I do not know the number, but a very large number of those West Texas people throughout that section signed that petition, probably several hundred.

Q. Did you see a good many of the petitions with the names signed to them?

A. I did.

Q. I believe that you stated you had some land revalued, Judge Hunter, under that act?

A. I did.

Q. Did the Land Commissioner, Mr. Robison, make you a refund, mail you a refund check?

A. He handed me a refund check.

Q. What did you do with it—with your check?

A. I endorsed it and gave it back to him.

Q. Did you think that you were violating the law when you did that?

A. I did not.

Mr. Allen: We object to that. First, because it is a conclusion of the witness. Second, he could not know the effect on Commissioner's mind, and it would therefore be immaterial.

Mr. Smith: This evidence is to show the good faith. To show that large numbers, many hundreds, in fact, scattered throughout West Texas, as a donation to the Land Commissioner, gave those checks to the Land Commissioner, and we want to show whether those people acted in good faith—whether they were violating the law, and whether they were seeking to get the Land Commissioner to devalue their lands.

Judge Sinks: He has already answered the question.

Mr. Smith: Now, we will show that the checks were returned to Mr. Robison by many people in West Texas; we will show that by many witnesses, that these checks were returned to the Land Commissioner after they were mailed by the Commissioner to them. We want to show the intent of these people to do that.

Mr. Allen: Now, Judge Smith, the intent that these people had would not affect the materiality of this in this case.

Judge Sinks: I do not think that would affect this case one way or the other.

Mr. Allen: The witness has already answered that question and I presume that it is to be expunged from the record.

Mr. Moses: I was busy bringing in some witnesses that had been called for.

Now, Your Honor, we do not believe, we think that we would have the right to go even further than that, and that we would not be in conflict with your decision of this morning.

Now, here is a man, if he has not already testified to it, will testify that he had lands reclassified, and a part of the money that he paid in for that purpose was returned to him by check. Now, we think that we ought to be permitted to show by this witness his construction of that act, his belief as to the ownership of that money, as a circumstance in this case for the jury to consider in determining the motive that actuated him in giving it, and the motive actuating the Land Commissioner in accepting it. We would like to show and believe that we should be permitted to show the reasons actuating those people after they received those checks from Mr. Robison in endorsing them and sending them back to him, and what they thought about that at the time it was done. We believe that we ought to be permitted to do it. If it was culpable, if it was State money, it might be culpable on the part of Judge Hunter as well as the other people in West Texas who did the same thing. We believe that we ought to be able and permitted to show that.

Judge Sinks: I do not have any doubt about that myself, if they ask what his intention was. The intent is shown just as a gift to Mr. Robison. Whether he thought it was a violation of the law, I do not think it is material what the witness did about it. That is the way I look at it.

Mr. Pope (of Nueces): I would like to ask just one question. I would like to know of this witness whether or not this witness and the numerous other persons in West Texas, whether this witness and the other witnesses here from West Texas, know as to whether or not there was any previous understanding with the Land Commissioner, or between the Land Commissioner and these various land owners, to return this money after the expenses had been paid, to the Land Commissioner. I do not think that there is anything in this case or in any lawsuit that would keep this witness from testifying as to whether or not there was any previous understanding between himself and the other people there in West Texas to return this money to Mr. Robison after he had completed this work.

Mr. Allen: We do not object to that.

The Speaker: You hear the suggestion of the gentleman from Nueces, and the attorneys may adopt that suggestion if they see fit, and ask that question if they desire.

Mr. Smith: Judge Hunter, do you recall when Mr. Robison revalued your land?

A. In 1926—April, 1926.

Q. Do you recall when Mr. Robison gave you the refund check?

A. It was the latter part of 1928. I do not recall the exact date. It was in the latter part of the summer or early fall.

Q. Prior to the time the Land Commissioner revalued your land, did you have any character of understanding with Mr. Robison in regard to making him a gift of the amount of money in the way of refund that might be due you?

A. None whatsoever.

Q. Did you hear of anyone else who had such an understanding?

A. No, sir.

Q. I believe that you testified that Mr. Robison handed you that refund check?

A. That is correct.

Q. Was that check payable to you?

A. Yes, sir.

Q. Do you recall on what bank it was drawn?

A. I think the Texas Bank & Trust Company of Austin, Texas. I am not sure that that was the name of the bank.

Q. Was that check yours to keep or do with as you saw fit?

A. It was.

Q. You were entitled to the money represented by that check?

A. Yes, sir.

Q. Could you have given that money to the Baptists or the Methodist Church or anyone you may have seen fit, or charity?

Mr. Allen: We object to that. As to what he might do with it—give it to the Baptist or Methodist Church or charity—

Mr. Smith: Now, going back, Judge Hunter, to the time you mentioned these petitions being circulated requesting Mr. Robison to simply keep this money, whatever it might amount to, and not to make any refund checks, did you make any investigation at the time with reference to public officials having received gifts from the people, in appreciation of the service they had rendered?

A. I did.

Q. Please tell this Committee what your investigation was and why you made it?

Mr. Allen: We object to that. Counsel asks the witness if at the time he made any investigation with reference to public officials having received gifts from the people. Now, as to whether he made such investigation, or as to what other officials did or did not do, has nothing whatever to do with this investigation. Other individuals and other transactions are not an issue before this body and would certainly be wholly irrelevant and immaterial.

Mr. Smith: We think that it is material. We think that it is very material and very relevant to show to this Committee as an inquisitorial body, inquiring into these things, whether other distinguished public officials in times past have received gifts from their constituents and from the people generally. Here is a case where the people, many hundred in number, made a gift or gifts to a public official. We would like to show what the motive of this witness was in regard to the whole matter. It goes to the purpose of this witness and other people of West Texas, and we ought to be permitted to show what the motive actuating them was. Here is the man that started the movement to give Mr. Robison a gift of his friends, and we want to show what the motive was, what there was back of this movement to make this gift to a public official in appreciation of the service he had rendered to the people of that section of Texas, as well as to the people of the whole State. He will testify that he made an investigation of that subject, made an investigation of that question. We would like for him to give the result of his investigation for the benefit of the members of this Committee, to show the motive of himself and of the friends of Mr. Robison at the time this gift was made and this movement started to make this gift to a public official who had rendered a patriotic service to his State. We submit that the testimony of this witness on this subject is material, not only to show his own motive, but to show the motive of the other people in that section of the State who contributed towards making this gift to the Land Commissioner. It is the circumstances taken into consideration in connection with the gift that should be looked at.

Judge Sinks: Think you might show what other public officials in Texas have received gifts.

Mr. Smith: We think that to show that high public officials of the State have at times, when their financial circumstances were not of the best, have received gifts from the people. For instance, one of our distinguished men was in public life and in straitened financial circumstances, and he accepted gifts from the people, and the same thing is true of the present Chief Justice, whom all lawyers reverence and revere, was in straitened circumstances, and he accepted a fund from Andrew Carnegie, and none of the people believe that President Taft is not now a patriotic and worth-while citizen of this great country.

Mr. Allen: Now, the very statement made by counsel discloses and shows that it is all hearsay matter; that is not a fair statement to the committee of the transaction. At the time that gift was made to Mr. Taft, he was not a public official, but had retired to private life and was a private citizen as far as that particular official is concerned. It was subsequent to the time he was President of this nation, after he had retired from public office, and not while he was holding public office at the hands of the people. That is not the question here. The question here is whether the particular public official has received gifts, and if he has received gifts whether he was justified in receiving those gifts from the sources from which they were received while he was holding that office. Now, as I have already stated all that he has stated is a matter of hearsay, but if he knew this as a matter of actual knowledge, the whole matter would be wholly irrelevant and immaterial.

Mr. Smith: I was stating in a general way the investigation made by the witness, and I would like for the witness to testify just what he did do in the way of making the investigation to determine whether or not gifts of similar nature had been made to public officials before.

Judge Sinks: Would not that open up all of the field to show the circumstances under which they were received, whether he was an official at the time the gifts were received, whether they went out of office and all those things and circumstances. Judge, that would open up all of that and we would be here indefinitely.

It seems to be that this party, when he received this check, handed it back to Mr. Robison duly endorsed. That is all there is to it. I do not think that it is proper to go into what his knowledge was. What investigation he made. He has stated that when Mr. Robison gave him that check that he gave it back to Mr. Robison with his endorse-

ment on the back of it. I do not see that there is any reason to go into all of that.

Mr. Smith: Mr. Hunter, after declining to keep the checks as requested in this petition, did you endeavor to get the people who were on that list to refund the checks that they might receive from Mr. Robison back to him?

A. I took no particular pains to try to get anyone to return these checks which they received from him to Mr. Robison. I returned my own; I heard numerous other people say that they were going to do the same. I made no effort to induce anyone to return those checks to Mr. Robison. A good many people said that if they got the checks from Mr. Robison that they would tear them up, or send the checks back to Mr. Robison.

Q. Was that the thought that was rather universal throughout West Texas?

A. It was, so far as I know.

Q. Do you know what the sentiment of the people was out there?

A. I know what it was with many cattlemen out there.

Q. Judge Hunter, why did you want to give Mr. Robison this gift?

Mr. Allen: We object. The reason why the witness wanted to do that is certainly immaterial. That is not an issue involved in this hearing at this time.

Mr. Smith: I will change the question and you may object again. Why did you give Mr. Robison any amount of—

Mr. Allen: We object to his reason for making any gift. We do not think that would be relevant or material, as to what his reasons were. Besides, we think that that point has been ruled on before.

Judge Sinks: Let him state why.

Mr. Smith: Why did you give that money to Mr. Robison?

A. The reason that I gave that to him was because of the fact that he was in bad financial condition; because of the fact that he had been in that condition for some time, resulting from the long illness of himself and sickness in his family, because of the pitifully poor salary that had been paid to him, and because there was a constitutional limit to the salary that he may receive, and because I did not feel that he was receiving enough compensation to make a decent living, and I felt that the man at the head of the General Land Office in Texas was not being paid a salary that he could meet his obligations with. I did not give it to him because of any service that he had rendered to me personally.

Mr. Allen: The statement as it now stands is not objectionable.

Q. Had Mr. Robison ever shown you any personal favors in regard to public lands, or otherwise?

A. No, sir, he had not.

Q. I believe you testified that he placed lower values on your land than the value that was on them before they were forfeited?

A. He did. That was what the act contemplated he should do. The land, if you knew—if you want to know the history of the tracts of lands that he revalued to me, why, I can give it to you in detail.

Q. Well, give it.

A. I stated with reference to adjoining land this morning. I had altogether—I don't know the exact number of acres, but probably about 15,000 acres of land revalued. About 6000 or 7000 acres of that, perhaps, was in Reeves county. That land was originally sold by the State at the end of this lease act law, sold to a man named Patton, and I think the average price of that was probably something like $2.00 per acre; and this man Patton apparently sold it back to the original leaseholder, Mr. C. W. Cowan, who was one of the one-time, outstanding, successful cattlemen of West Texas. And Mr. Cowan pursued that course that I outlined this morning in trying to buy out those settlers; and at the time that the Bonus Law went into effect, he was one of the largest ranchmen in West Texas, and probably one of the wealthiest, but at the time this 1925 Act went into effect, he was in bankruptcy, and died virtually a pauper, and his boys were acting as cowboys around that country, at a very low salary. In other words, as I said this morning, it was an economic blunder in handling the land in that way. Now, his creditors took over that land, but they wouldn't pay the accumulated State interest, and the land was forfeited, went back to the State. And anybody living out in that country couldn't do any good in the cow business, the country was trying to find oil in this country, and I wanted to try to find oil, and I wanted to drill a well. There was no well on any of this land; I had a lease on some other land around there, and I came down and purchased it from the State to get a permit to drill a well on that land, at ten cents per acre. In order to get

a well, it was necessary to block a considerable number of acres, and for that reason I came down here in open competition, and purchased that land to drill on, in order that I might get myself in a position to act as agent for the State and get land on which I could drill the wells. In order to do that, I bought the land at from three to five dollars an acre. I could not use that land as a grazing proposition, and up to this good hour I never got anything off of it as a grazing proposition. But I did go to work at that land, me and my associates made a lease, donated the lease to a man on 28,000 acres, and gave him $20,000 cash to make a test drill for oil, and it was his well. We have since drilled five or six dry holes in that territory. Now, then, never having made any money out of the land as a grazing proposition—I never expected to—never having made any as an oil proposition, when the 1925 Act came on, I asked that the land be forfeited and asked for reappraisement, and it was reappraised at $1.00 an acre. I had another tract on top of the Guadalupe Mountains, practically unexplored—it had grass on it but you couldn't get up to it; a man from Waco, I think, bought that land from the State at $1.50 or $2.00 an acre—

Judge Freeman: If Your Honor please, this record is costing the State about $300 a day. We object to the answer because it is not responsive to the question.

Judge Sinks: I overrule the objection.

A. This particular land, there was no water on the land, and I attempted to induce the State of Texas to accept it as a gift and create it into a State park, it is suitable to that purpose; but they didn't accept it. At that time, it didn't all belong to me—part of it did, and part of it belonged to other people at that time, something like 30,000 acres, it would have been a beautiful State park, and should have been accepted. But they wouldn't take it back from the owners at that time as a gift. And this man who bought it, as I stated a while ago, went into bankruptcy and that land was surrendered to his creditors, and those creditors were willing at that time to give it to the State, but the State didn't accept it and I bought it, and it is now used out there, not as a grazing proposition, but simply as a hunting ground. And I submitted it back to the State for revaluation, and it was placed at, I think, practically a dollar an acre. There was another tract of land that I revalued, that a man from Brownwood, Texas, purchased; he went out there and kept it three or four years, couldn't do anything with it, couldn't make anything out of it—he was a cowman, had six or seven sections of land on it, I believe, and just went off and left it, surrendered it to the State, wouldn't pay the State interest. And again I was trying to get oil on that, acting for the benefit of the State, which owned a sixteenth interest, and I purchased that land from the State, not for grazing purposes, not for agricultural purposes, but for the primary purpose of getting oil, in which event the State would profit, as well as myself. But I didn't get any oil on it, and I had it revalued for the same reason I did the other. I didn't get any revenue—I think one year I had it leased out—for one year.

Q. By the way, Mr. Hunter, while we frequently address you as "Judge" Hunter, because you held the office of county judge of Culberson County, you are not a licensed attorney, are you?

A. No, sir; I am not a lawyer, never practiced law.

Mr. Smith: You may have the witness, Judge Allen.

Cross-Examination.

(By Mr. Allen):

Q. You had, you say, something like 15,000 acres of your land that was reappraised under the 1925 Reappraisement Act and the 1926 amendment thereto?

A. I had about that much. I have the exact description.

Q. I say, about that?

A. Yes.

Q. The reappraisement of the lands that you owned resulted in the values—they were all lands, you say, that had been forfeited?

A. Yes, they were all lands that had been forfeited.

Q. Yes, and under the reappraisement, you bought them in?

A. No, they had been forfeited previous to the reappraisement, Judge—

Q. I say—

A. —and then again on the reappraisement.

Q. That is right. You wrote in to the Commissioner for reappraisement, did you?

A. Oh, yes.

Q. After the reappraisement, though, you had the right, of course, to buy them back, and you did buy them back—that is true, isn't it?

A. That is true; and forfeited them twice.

Q. I understand that?

A. That is true, yes.

Q. Then they were forfeited. Then, you wrote in to Mr. Robison, under the Reappraisement Act, to have the lands reappraised, and Mr. Robison did reappraise the lands, and you bought them in then at a figure quite a number of thousands of dollars less than the original figure at which they had been sold, that is true, isn't it?

A. That is correct.

Q. Yes. In other words, the reappraisement of your land alone cost the University Fund, decreased the University Fund, if it was University land, or the Public School Fund, if it was Public School land, quite a number of thousands of dollars, didn't it?

A. No, sir, it didn't. In the first place, the University didn't sell any land.

Q. I mean, as far as values were concerned?

A. It wasn't public, it wasn't University land—

Q. Well, Public School land?

A. Public School land.

Q. All right.

A. But I stated a moment ago that the Public School Fund wouldn't have recovered finally the purchase price of this land unless it had been reduced and put on a grazing basis.

Q. That is argument. Now, the original purchase price of this land, as reappraised, meant a loss in figures to the Public School Fund of quite a number of thousands of dollars, that is my question?

A. It meant it in figures, but not in money.

Q. All right, I am talking about figures. In other words, the reappraisement given you by Mr. Robison was quite a number of thousands of dollars less than the original purchase price of the land before it was forfeited—that is my question?

A. That is correct.

Q. That is what I want to bring out. And, of course, you felt the Land Commissioner, Mr. Robison, had treated you fairly and justly in the matter in reducing the amount of the price of the land that much, didn't you?

A. I thought that he had carried out the purpose of this act.

Q. I didn't ask you that, my friend—just answer my questions. You thought that the Commissioner had rendered you and the public, I believe is the way you put it, a service in having acted fairly and having treated you in that manner. Now, that is what you said, isn't it?

A. I said this morning he put it $3,000,000 higher than I thought it ought to be.

Q. All right. But in reappraising it, you said you thought that he had rendered the property owners and the public a service, didn't you?

A. He had.

Q. Well, you do feel that he had rendered you a service to that extent, don't you?

A. A mandatory service.

Q. Yes, I understand, a service that was incumbent upon him as Land Commissioner of this State, by the law?

A. By direction of the Legislature.

Q. Yes, sir, under the law, that is right. All right. Now let us get back to those laws. When that Act of 1925, the Reappraisement Act, was passed by the Legislature, you say you were here?

A. Yes, sir.

Q. And you took the initiative in bringing about the enactment of that Reappraisement Law, didn't you, at that time?

A. I took part in it, yes, sir.

Q. Yes, you and quite a number of other Western men were here, and you called on the Land Commissioner, didn't you, and he worked with you, in conjunction with all of you, in getting that act passed as it was passed; that is true, isn't it?

A. Not exactly true. We worked with the Committee of the House, and I asked him to work with them in drawing the bill in the manner that they requested it to be drawn.

Q. And in the course of that work there, with that Committee, you were trying to assist it, and Mr. Robison was trying to assist it in that work—that is true, isn't it?

A. Mr. Robison was trying to assist the committee in the drafting of the bill as to form. I was trying to assist the committee in making up their minds as to what kind of bill it ought to be.

Q. Yes, all right. But, anyway, what I am trying to get at is, that in the consideration of that matter by the Committee and by the Legislature, you were down here, working along with the Committee?

A. Yes.

Q. And that Mr. Robison worked with the matter; that is true, isn't it?

A. That is true.

Q. Yes. That all occurred before the reappraisement was made, because

that was before the law was passed, wasn't it?

A. Yes.

Q. Well, you had known Mr. Robison for a long time prior to that, hadn't you?

A. Yes.

Q. Prior to 1925? And when you came here in 1925 and were working along with him, you were close friends at that time?

A. Yes, sir.

Q. Now, I will ask you if you remember when the Amendment Act was passed, in 1926? I don't mean the date, but the occurrence?

A. I remember the occurrence.

Q. When that amendatory act was dictated, do you remember you and a number of other men from the West being with Mr. Robison dictating the Amendatory Act and you writing it out as he dictated it—do you remember that?

A. I wasn't even in Austin when that act was written.

Q. You did not see the Amendatory Act, then, until after it was written?

A. No, not until it had become a law.

Q. Do you know who wrote the Amendatory Act?

A. No, sir; I don't know.

Q. You don't know who wrote it?

A. I do know something about the request for it—

Q. All right, you said you didn't know.

A. —about the demand for it.

Q. Just a moment, now, Judge. You told counsel that you did not take such a very active part or take any great part in getting these parties to refund these pro rata checks they got back, I believe, didn't you?

A. I didn't do it. I did circulate a petition, asked them to sign the petition requesting him not to send the checks.

Q. All right. Now, I will ask you this, I will ask you to tell this Committee how many hundreds of miles you drove looking these people up and talking to them to get them to refund checks to Mr. Robison.

A. I didn't go anywhere to get them to refund checks, but to get them to sign this petition asking him not to send checks.

Q. All right. Now, I will ask you this: I will ask you to tell this Committee how many hundreds of miles you drove looking these people up and talking to them to get them to refund checks to Mr. Robison?

A. I didn't go anywhere to get them to refund checks, but to get them to sign this petition asking him not to send checks.

Q. Well, that is the same thing, isn't it?

A. The same thing.

Q. All right. How many miles did you travel then over that country in seeing those land owners there, for the purpose of signing that petition, otherwise seeking to get the money refunded to Mr. Robison, how many miles did you go?

A. Well, I don't know how many miles, Judge, but I traveled a whole lot—probably a thousand miles or so.

Q. You stated to the Investigating Committee you traveled probably a thousand miles over that country, looking up these land owners, with the view of getting this money refunded?

A. Yes, sir.

Q. And your interest in the matter was because you felt it was right and proper and your duty to travel a thousand miles seeing these parties for the purpose of having the fund returned, as far as you could, to Mr. Robison?

A. I did it because I felt it was right and proper, and my privilege—not my duty.

Q. Well, your privilege?

A. My privilege.

Q. We have many privileges that we do not necessarily exercise. This is one, though, that you did exercise and you thought you should exercise?

A. Yes, sir.

Q. Now, at the request of a member, I will ask you this: You say you returned your check to Commissioner Robison, because his salary was too low and because he was poor. Now, have you ever given any money or any other thing of value to any other State officer whose salary was the same amount?

A. No, sir; I have not.

Q. You haven't traveled a thousand miles for any other than J. T. Robison, getting moneys contributed and gratuities to any other officer of this State whose salary was similar to that of the Land Commissioner, who had appraised your land for you?

A. No, sir. I don't—

Q. That is all right—

A. I don't know of any others of them in the same shape he was in, either.

Q. All right. Are you acquainted with the Constitution of this State?

A. Well, I stated I wasn't a lawyer. But I have read the Constitution, like most country boys have.

Q. Well, you are not posing as a country boy, are you? You were just raised on a farm, like I was, know the country boys, and know all about them?

A. The kind of country boy I am is that kind that has gone out to West Texas along with other country boys, and tried to develop some Texas lands for the benefit of this State, and now ask and have asked the same treatment that all other country boys have, Judge —that is the kind of country boy I am.

Q. Counsel objected to the question and I withdraw the question.

A. Well, I don't. I am down here for the two following purposes, let me state to you—

Q. Just let me ask this—

A. Let me finish the statement on the one I started to answer.

Q. Well, Judge, you are—say you are a good old country boy, and let us let it rest at that.

A. No, sir, you don't want to hear me.

Q. You know you said that, and I believe you. Now, another member suggested this question: If so many land owners signed the petition agreeing to send him the checks, why was it necessary for Mr. Robison to write so many requests to others to return, or suggesting to return, other checks?

A. He never wrote any suggesting, and this question asking to why, I refused to answer quite a number of questions—if you want me to answer that—

Q. If you don't know anything about it, of course, you couldn't answer it.

A. I would like to tell here, we gave this money back for the further reason, why, we say, Judge, we are charged out here the same as old man Robison is.

Q. Did Mr. Robison appraise your land before he was taken sick or after he was taken sick?

A. I couldn't say—I don't know, because I don't know the date that he was taken sick; I can't answer that question, Judge, because I don't know.

Q. Well, I am not talking about the date; but with reference to the time.

A. I don't remember the facts.

Q. You don't know, with reference to the time, whether he had appraised your land before he was taken sick or afterwards?

A. No, sir, I can't—

Q. Can't recall that?

A. No, sir.

Q. You knew that Mr. Robison's salary was just $2500.00, long before your land was appraised, didn't you?

A. Yes, sir.

Q. And if he was then sick before he appraised your land, then you knew the condition of his health before your land was appraised, didn't you?

A. But I didn't say he was taken sick before that statute was written.

Q. But I say if he was taken sick he appraised your land, then, if that is true, you knew the condition of his health before that time, didn't you?

A. I have already stated that his health had nothing to do with my returning that check.

Q. Then you did not return his money because of his health?

A. Because his salary was low.

Q. I think you put it on the ground of salary, on account of the fact that he was in debt, and that indebtedness was incurred, in a measure, because of his having been sick?

A. Well,— Ask the question again.

Q. All right. Now, you know this, that you didn't make him a present of any gift or gratuity prior to the time he appraised your land, don't you?

A. Yes, I know that.

Q. Yes, sir. One of the members desires to know about when it was that you circulated your petition—you stated this morning—and I would like to get that date fixed in my mind, too?

A. In 1928—I think along in the spring of 1928, but I am not sure as to the date; but I am sure there was some— That is all.

Q. Some time in the spring of 1928? Do you know of any man—I am just asking for this fact now, do you know of any man that you had contribute these rebate checks on this fund to Mr. Robison, whose appraisement had not been reduced, can you name one man?

A. Why, I don't know anything about the exact matter, whether or not any one who had his land raised returned any checks.

Q. That is all.

Mr. Smith: That is all.

Mr. Woodruff: One further question some of the members would like to have answered, and that is, what was the amount of your check?

Mr. Allen: I will ask the question, because I anticipated what it was.

Q. Just one further question, Judge: What was the amount of the check you gave towards J. T. Robison?

A. Approximately $50.00, and it would be one-tenth of a cent an acre. I should say $45.00 or $50.00.

Mr. Allen: Does that cover the matter, Mr. Woodruff?

Mr. Woodruff: That is all.
(Witness excused.)

The respondent thereupon called W. W. Turney, Esq., who was sworn by the Speaker, and who testified as follows:

Direct Examination.

(By Mr. Moses):

Q. Please state your name?

A. W. W. Turney.

Q. Where do you live?

A. El Paso, Texas.

Q. How long have you lived at El Paso?

A. Thirty-seven years.

Q. Prior to that time, where did you live, and how long?

A. Fort Davis and Alpine, about six years.

Q. Then, you have been out in the West something over thirty years?

A. Something over forty years.

Q. Something over forty years? What was your first business or avocation when you moved to the Davis Mountains country?

A. School teacher.

Q. Are you a practicing attorney?

A. I am—at intervals.

Q. Are you also in the ranching business?

A. I am, when permitted to do so.

Q. Where is your ranch situated?

A. Presidio and Brewster counties, to the south of Alpine, and Marfa, Texas.

Q. When did you, or about when did you acquire your first land or cattle, whatever it was?

A. Cattle in '88, and the first land in '89.

Q. What is the extent of your ranch holdings?

A. About 400 sections.

Q. Approximately, how many of those 400 sections were school sections?

A. About 200 of them.

Q. Have you ever held any official positions?

A. A few, yes, sir.

Q. Will you name them, please?

A. I was county attorney of Brewster county, I was a member of the Legislature from Brewster county in this House, I was Senator later—four years later, from the El Paso district, including the intervening country from El Paso to the Colorado River.

Q. How long did you serve in the two legislative bodies of Texas.

A. Ten years.

Q. Did you ever have any connection with the Texas and Southwestern Cattle Raisers Association?

A. I had considerable connection with the Texas Cattle Raisers' Association, and after the Texas and Southwestern Cattle Raisers' Association.

Q. You were president several years of that organization, weren't you?

A. I was first vice-president for about three years, and then I became president in 1903, and continued until 1906. In 1919 I was re-elected, and served until 1922.

Q. Senator Turney, I wish you would tell the House the condition of the live stock business in the section of the State where your ranches are situated—and, in fact, if you know, in the entire range portion of Texas—in the year 1925 and prior thereto?

A. Beginning with the year of about 1917, West Texas and the range part of Texas was visited with a drouth that continued with but one or two years' exception, until two or three years ago. During that time, cattle were in a deplorable condition because of the lack of water and grass, and the cattleman was in bad condition, because there was no market for his products.

Q. Approximately, what was the depreciation—or approximately what percentage of depreciation in values was there between, say, January 1st, 1921, and January 1st, 1926?

A. Well, the cattle after the war ended, about '19—'18 and '19, were higher and something like the values today; but that value existed only for a few months—say, a year or a year and a half—then cattle speedily dropped until they were a drag on any market, there was no market because their condition was such that they were not salable; I am speaking now of that country more nearly to our location. I had the duty imposed upon me of handling cattle for the Federal Reserve Bank, trying to get rid of those which had been taken for debt—I had that in Arizona, New Mexico and Texas, and we were unable at that time and on to '25 to get as much as $17.00 for a cow and a calf, more because of their deplorable and poverty-stricken condition than because of the prices. But the prices were less than half of what they are today.

Q. Senator Turney, I will ask you whether or not it is true in the interim between the 1st of January, 1921, and the 1st of January, 1926, if ninety-eight per cent of the cattlemen were not facing bankruptcy in your section of the State?

A. It would be difficult to state the exact per cent, but I would say that it would total one hundred per cent, including my unfortunate self.

Q. Where is your ranch situated with reference to what they call the Plateau or Mesa—is it below or on the Mesa?

A. I am entirely under what is known as the Mesa—the high land—known as the high land, Hereford territory; while a member of that organization I am not undertaking to give the country that they possess, because mine is in the brakes going towards the river.

Q. The land that you now own other than school lands, were they what are commonly known as railroad sections?

A. Yes, sir, railroad or individual sections is the way they are classified. The surveys were all located by the railroads, as a rule.

Q. What land was it you first purchased—was it school land or the railroad land?

A. The school land I couldn't purchase. Under the then law the lands had to be settled upon by a so-called actual settler before they could be purchased by a cattleman or anyone else, who couldn't make the location, and I first bought the railroad lands—almost all I could buy, on time and for cash, at the then prices; and that was about the time that the school lands were beginning to come upon the market; and I had leased these school lands, paid the State rental on them, and I was living away from the county and was in an entirely different business at that time. In order to help support the cattle ranch, I went to El Paso, in about '92, and have remained there since, trying to earn some money to keep this cow business going.

Q. You remember that the School Land Act of 1887 required actual settlement and three years' continuous occupancy, didn't it?

A. The law required it, yes—the act required it.

Q. Yes, the Legislature passed an act that in your portion of the State persons could buy as many as eight sections of school land without settlement,—is that true?

A. That is true, yes, sir.

Q. Do you remember about what year that act was passed?

A. I don't remember exactly when that act was passed.

Q. After that act was passed, I will ask you whether or not it is true that a great many people applied for the school lands out there in your section of the State, and in your pastures, in blocks of several sections, or sometimes as many as eight?

A. They did, and in my particular locality most of the lands had been purchased by so-called actual settlers, at any price they saw fit to pay. I bought no land myself, except under the Non-Settlement Act, I think I acquired probably a couple of sections that way.

Q. As a practical cattleman, is it practicable in the territory where you ranch to have a number of people in your pasture running cattle or engaging in some other means of making a livelihood?

A. Absolutely impracticable, and impossible, because everybody depends upon the cowman—so-called, the ranch owner, to furnish everything—even his food; and what you don't furnish, he borrows from you, one way or the other.

Q. Did you acquire by purchase such right or such title as those people had, including school sections in your pasture, and other than the ones that you purchased yourself?

A. I finally acquired every section that could be allotted; I think probably in four hundred sections there must be seven or eight that I don't own; some are school and some individual there, they are speculating on oil with them. I might add that I bought the railroad lands from the railroads and those to whom the railroads had sold, the price beginning at forty cents per acre, while the school land was being sold at one dollar up to $4.65. I paid every cent, on the average of $1.30 bonus; I have never paid any more than a dollar an acre for pasture land with clear title and no trouble; the last purchase was from the Speaker of this House; just prior thereto Chester Terrell, a good friend of mine, who was unfortunate and became sick, he moved out to that country and swapped his home in San Antonio for 12,000 acres of land in my pasture—patented land. I bought that from him for $12,000, being the highest price I ever paid for a piece of patented land—whereas, the school land cost me an average, with bonus, extra payments of interest left unpaid by the settler, of $3.00 per acre.

Q. On account of the drouth, and the slump in cattle, if you don't mind telling us, what was your financial condition in the beginning of the year 1925, and the obligations that you owed to the State on the school land?

A. My—I don't mind so much talking about it now as I did or would some

time, but it was just about as bad as it could have gotten; I couldn't pay my interest to the State of Texas, the first time in forty years that I was unable to pay the interest on school lands.

Q. As a matter of identity, your law firm is Turney, Burgess & Caldwell, isn't it?

A. And Pollard, yes, sir. The law firm has largely supported this cattle ranch, I will tell you that.

Q. At this time, Mr. Turney, with regard to those 400 acres of your ranch, how many acres do you allow the animal, speaking of cattle?

A. Four acres per cow, and get rid of the calf in November—and they have been rather scarce lately, until this year, the calf crop will be all right. Last year there wasn't any.

Q. Did you have any personal knowledge at that time of the bill in the Legislature that later became what is called the Revaluation of School Land Act?

A. I knew nothing of it until it was enacted; Mr. Robison was out in some part of West Texas somewhere, valuing the land.

Q. Did you later on make application for reclassification and revaluation of your school lands?

A. When I found it absolutely impossible to raise money to pay this interest, and discovering that everybody else with whom I was acquainted in the territory was forced to take advantage of it, I finally did so myself.

Q. Do you remember approximately the date when the revaluation was had on your land?

A. Well, I never saw Mr. Robison in connection with it until after it was done, so I don't know much about it. I think that he started in the winter of '25 in that country—I heard of him in that country, I heard of him going to my ranch and being taken sick, and I never came in contact with him until some months thereafter, and when he had been through the ordeal of operation and sickness, and he came back into that country.

Q. You have a resident ranch manager on your ranch, have you not?

A. I have but little to do with the ranch, I hardly ever interfere with it, I have a man there that knows twice as much as I do about it, so I leave it to him.

Q. Did you, previous to the revaluation of your land, have any discussion of that matter with Mr. Robison?

A. Never a word, never saw him.

Q. Do you recall now approximately how long after you heard of his operation and sickness you met him, if you did meet him?

A. He had been to my place maybe twice, when I met him in El Paso, he was up there doing some work in that country, and I think he was through with my country, and I called on him—I had known him many, many years, while I was in the Legislature, and since, I had enjoyed his friendship and confidence, and he mine—I called on him in a hotel in El Paso and paid my respects. Nothing was said about land values or what he was going to do to me or what he had done to me. I left that to his judgment.

Q. Senator Turney, was there any discussion that you heard from any of the land owners in West Texas with regard to donating to Mr. Robison the residue of the one cent an acre that had been paid in by them for that work, which had not been spent?

A. I never heard of that until some time last summer, I think it was just before the primaries, some time, a young friend of mine, living at Van Horn, by the name of Glenn Durrell, was in my office—he stops there every time he passes through, they have a ranch over in New Mexico, and Arizona, one in Van Horn—and in discussing matters, he asked me—

Mr. Allen: Just one moment, Judge. I think that would be hearsay.

Judge Sinks: I don't think it would be admissible, a conservation that he had with this young man.

Mr. Moses: We will withdraw it temporarily, then. I will waive the question of what the conversation was, but he did have a conversation with him, the substance of which was the donation of the residue of this money.

A. That was the first I ever heard of it, just before—I think just before the primaries, some time.

Q. Now, later, did you meet Mr. Robison and did he present you with a check for your portion of this refund?

A. In the meantime, after seeing Mr. Durrell—I am not allowed to say what I said to him.

Q. Well, did you hear anybody else mention it at any time?

A. I never heard anything about it from anybody, except this: Later on I signed away this returned money, whether it be a dollar or more I haven't any idea, to another man, and later on that Mr. Robison came and handed me the check after his nomination, probably his election, I don't know—way down towards Christmas here of this past year—I had already sent that

away. When he handed me the check, I handed it back to him, and he said I will keep this check.

Q. You say you signed away whatever you had?

A. Yes, sir.

Q. To whom did you make that assignment or transfer?

A. Judge Hunter, Van Horn, Texas.

Q. The witness who was a witness here in this proceeding?

A. Yes, sir; now of Abilene, Texas, I understand. I have known him many years.

Q. The point I was getting at by questions asked a while ago, I will ask you to state if the matter of returning those checks or making those gratuities, if they may be called that, if in doing that any effort was made to keep that secret, or was that a matter that was well known to the people of the West?

A. Well, after I knew it myself and discussed it it was generally known. Up to that time I didn't know it, because I had nothing to call my attention to it until Mr. Durrell came around. After that I came in contact with men who had turned the amounts back, regardless of what they might be, and in advance of knowing what they would be. I had no idea what it would be, whether a dollar or a hundred dollars.

Q. You don't know then the amount of the claim or the amount of the check that was due you by reason of the one cent an acre you had paid on your land?

A. Having already signed a slip to Judge Hunter, I didn't even look at it. I signed it and turned it back to Mr. Robison because I had ceased to have any interest in it. I suppose it is easily discovered, though, what it was.

Q. About how many acres, if you can recall from memory, did you have revalued, or how many sections?

A. There were over 100,000 acres that they revalued. I can't tell you how many were reduced, because I have no figures, but if it is material I have an agent here who can get all the testimony in regard to the matter.

Q. Your agent is Mr. E. Cartledge, is it not?

A. He attends to everything I have in connection with leases and keeping up matters in the Land Office. He is my lawyer, in other words.

Q. He is a practicing attorney and lives in Austin, Texas?

A. Yes, sir; and attends to my business, because I don't have time.

Q. Have you had occasion to read the revaluation acts of 1925 and 1926?

A. Well, I don't know anything about the revaluation act of 1926, or didn't until I was told about it in 1928.

Q. Senator Turney, this may be slightly objectionable, but as an ex-member of this body, and a citizen of Texas, and under oath, I will ask you if you ever heard, from any source or any quarter, of anyone making any contention of gratuities to Commissioner Robison prior to the time that his land was revalued?

Mr. Allen: We object to whether he had heard anything of that kind or not. If he had it would be hearsay, and if he had not heard it he would not know anything about it at all, and we object to that.

Mr. Moses: We will not insist if counsel objects to it. You may cross-examine.

Cross-Examination.

(By Mr. Allen):

Q. Just briefly, I want to ask you a few questions, and we will be through in a very few moments. You say you don't recall because you didn't look at your refund check what the amount was?

A. No, I didn't look.

Q. In order that we may know approximately what it was, do you remember the total amount that you paid in for revaluation purposes?

A. I don't know that.

Q. If we knew that we could take thirty-three and one-third per cent of it and we would have it.

A. The reason I don't know that, the great burden of this work was done by Mr. Cartledge, but I have no desire to keep back from you anything that I know about it.

Q. I am sure of that.

A. For if he revalued 100,000 acres you can easily get what that would be.

Q. 100,000 acres, how much would that be?

A. A cent an acre.

Q. That is right, 100,000 acres at a cent an acre?

A. It would be about a thousand dollars, I imagine.

Q. Now the refund then was for about one-third of that?

A. Well, I don't know. You are giving me some information now.

Q. I believe there is no dispute among counsel about that. If you put up a thousand dollars on 100,000 acres, the refund was approximately one-third of that, or about $333.33?

A. Yes, it would have been that. My dim recollection was that I sent down $600 to Mr. Cartledge, but I may be mistaken about it.

Q. You mean your dim recollection was that you only put—

A. That my total amount sent down for revaluation was $600, but I may be mistaken about it.

Q Let's assume that it was $600. If your refund was one-third that would make it $200?

A. Yes.

Q. In other words, this refund check of yours in your judgment ranged somewhere between two hundred and three hundred and thirty-three and a third dollars?

A. Yes, sir; somewhere in there.

Q. All right now, Mr. Turney, you say that beginning about a year and a half after the war conditions in your country among the cattlemen became just as bad and deplorable as could have been?

A. I said prices just after that. The weather conditions were bad in 1917 and 1918 and 1920, and on up, during all the years except 1919, with me.

Q. Now isn't this true, Senator Turney, that during the war we all had prosperous times in all lines of business, the cattleman, the farmer, the mechanic, lawyer, most everybody prosperous during the war?

A. You mean while we were in the war?

Q. Yes, while we were in the war.

A. That was about a year and a half.

Q. Well, I will say during the entire war?

A. No. The cattleman is never prosperous on prices alone. He is only prosperous when he has prices and some weather conditions that permit him to have some branding of calves.

Q Now for some twelve or eighteen months after the war conditions you say were reasonably good?

A. Yes, sir.

Q. And prices were reasonably good?

A. Yes, sir.

Q. And the prices on cattle held up during that time?

A. Yes.

Q. Then this market depression came, and you suffered afterwards until the last year or two?

A. Until right now.

Q. Now I will ask you when that depression hit you people out West, in the western country, the cattlemen and those engaged out there, if you don't know that all over the country generally the prices on wheat, oats, corn, cotton and most all other commodities, depreciated pretty much in the same manner and same ratio?

A. They did in places, yes, sir; and the people in my old county in East Texas, the commissioners court, reduced the land values for taxable purposes to such an extent that many of them paid no more State taxes.

Q. I didn't ask you that. We will come to that later. I have my own way of conducting a case.

A. I understand that is your habit, and I have my way of answering.

Q. You do know, as a lawyer, where both sides are represented they conduct their examination in their own way?

A. I believe my answer was direct. Go ahead.

Q. This question was that it affected the value of all kinds of commodities, and necessarily affected the value of lands at the same time?

A. That is true; yes, sir.

Q. Now you told about what you paid for your land, and you have told of the later depreciation and hardships that the ranch owner labored under during those years. I will ask you now, today, what you value your land per acre out there in that country?

Mr. Moses: We object as being irrelevant and immaterial. This is 1929 and has nothing to do with it at all, and could have nothing to do with the value of his lands now.

Mr. Allen: They went into the values of land during a long period. I want to follow it up down to the present time on the question I have asked. It is cross-examination of matters they went into.

Mr. Moses: We object as being irrelevant and immaterial, what land values are now.

Q. I believe you stated that someone came to you with one of these petitions petitioning you to refund your rebate check on this one cent per acre fund?

A. Yes, sir.

Q. And that was subsequent to the time that reappraisement had been made?

A. Two years or more.

Q. I believe you say you learned later on, in answer to other questions, that most everybody in that country had been seen and had done the same thing?

A. Yes, sir, after that.

Q. And Judge Hunter is the man who came to you, and went all over that country, the witness who testified here today, in soliciting the return of those checks?

A. I don't know; but he asked me was I ready to sign, and I said: "As

the primaries are over and it cannot be considered as having to do with his election, I will now sign."

Q. Anyway, you did sign, and signed at the solicitation of Judge Hunter?

A. No, at the solicitation of the other man. He brought the paper to me from the other man.

Q. Anyway, he was the agent through whom it came?

A. He was in there, and I signed. I was through with the money, whatever it was.

Q. Senator Turney, by request, there is one further matter I want to ask you. At that time, about what was the outside value of your land reduced by appraisement, if you know?

A. I don't know.

Q. Did you own land in Culberson and Reeves counties?

A. I did not. I wish I did. It might be oil land.

Mr. Allen: That is fine. I wish I owned some. That is all.

T. D. Hobart, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. Your name is T. D. Hobart?

A. Yes, sir.

Q. Where do you live?

A. Pampa, Texas.

Q. What business are you engaged in at present?

A. In the cattle business, and as executor of the Adair Estate.

Q. The Adair Estate is located in counties of Donley, Armstrong and Briscoe, is it not?

A. Yes, sir.

Q. And consists of approximately 400,000 acres?

A. Yes, sir.

Q. How long have you been manager of that ranch?

A. Well, I started in fourteen years ago, the first of June, and at Mrs. Adair's death, by her will I was made one of the executors.

Q. You and Mr. Henry Coke of Dallas are executors of her estate?

A. Yes, sir.

Q. Mr. Hobart, where were you born?

A. Berlin, Vermont.

Q. How old were you when you left that State?

A. Twenty-seven.

Q. What was your business or calling when you left that State, for a number of years?

A. Do you mean immediately after leaving?

Q. Well, I will get at it another way. When did you move to Texas?

A. I came to Texas in 1882.

Q. Were you ever connected with what is known as the I. and G. N. and H. and G. N. lands?

A. Yes, sir; I was with the New York Traction Land Company for twenty years as a surveyor and agent for those people.

Q. During that time, state whether or not you had a great deal of connection or business with the General Land Office of the State of Texas?

A. Well, I have, to quite an extent, ever since I have been in Texas.

Q. And in addition to being the manager of what is known as the J A Ranch, do you own any ranch individually?

A. I have two small ranches.

Q. Would you mind giving the extent of those two small ranches?

A. Well, they are about 15,000 acres, the two. One of them is about 6000 acres, and there is about 9000 acres in the other.

Q. How long have you owned either one of your ranches?

A. I bought the first section in October, 1887.

Q. How long have you been in the cattle business in Texas?

A. I started raising cattle in 1891.

Q. Do you hold any position with the Texas Southwestern Cattle Raisers Association?

A. I am president at the present time.

Q. How long have you been either a member of the managing board, executive committee, and president, altogether?

A. Well, my recollection is I have been a member of the Association something over twenty years, but I have been connected on the executive committee and as an official for about ten years.

Q. Were you familiar with the condition of the cattle business in Texas, say, for the past twelve years?

A. Yes, sir.

Q. The executive committee of the Association has several meetings each year, and has an annual convention that meets once each year?

A. As a rule, they meet at least four times a year, the executive committee, and have an annual convention once each year.

Q. And during that convention they met in the cities of Dallas, Fort Worth,

San Antonio, Houston, El Paso and Amarillo, did they not?

A. Yes, sir.

Q. Do you recall, Mr. Hobart, when the slump came in the price of cattle?

A. I do, very well.

Q. What year was that?

A. Well, my recollection is that it started in about 1920. I remember it very distinctly; that is, I remember the time it happened. I might not have the date exact.

Q. Did that situation get better or worse from that time until the latter part of 1925?

A. Well, I can give you one little example. I sold some steer cattle in 1919, is my recollection, for $47.50. In 1921 I sold them for $22.50. They were high grade cattle.

Q. Outside of estates like the Adair Estate and a few others, what was the condition of the cattlemen generally, financially, during the years 1921 to 1925, inclusive?

A. It was deplorable. I should have had to have suspended myself but for the fact that I was working for a salary.

Q. On the properties that you own and control as executor, were there any school lands that were reappraised under the Act of 1925?

A. No, sir.

Q. Then you had no personal contact with the administration of the law so far as your own business was concerned?

A. No, sir.

Q. Do you know whether there were any parcels of land in the section of the State where you lived or where the properties are situated that you managed?

A. Not under that law, as far as I recall. They may have been, but I have no recollection of any. I know we had none.

Q. How long have you known Commissioner J. T. Robison?

A. I should say for something like thirty years, would be my recollection.

Mr. Moses: That is all.

Mr. Allen: The witness may stand aside.

L. L. Farr, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. Your name is L. L. Farr?

A. Yes, sir.

Q. Where do you live, Mr. Farr?

A. San Angelo, Texas.

Q. How long have you lived at San Angelo and in that vicinity?

A. Forty-five years.

Q. Have you ever been engaged in the livestock business?

A. I have, and am now.

Q. And in addition to your livestock business, have you been manager or looked after livestock of other people?

A. I have been manager for Sawyer Cattle Company of Texas for a number of years.

Q. That ranch is located in Irion county?

A. And Reagan.

Q. Approximately what is the extent of that ranch?

A. 173,000 acres.

Q. How long did you say you had been manager of the Sawyer Cattle Company?

A. Since March, 1917.

Q. Mr. Farr, did your country out there have any drouth in the years 1917 and 1918, or either of those years?

A. Yes, it was a very severe drouth in 1917 and in 1918. We fed up practically the value of our cattle to save their lives in those two years.

Q. Do you recall that the slump in prices of cattle came in 1920?

A. Well, it was the latter end of 1920 and in 1921 it became so remarkable.

Q. I will ask you if you know that the value of cattle that had been shipped to the territory, we will call it Oklahoma and Kansas, that the prices got bad, and many of those cattle were held over to the next year, and in many instances there was a loss of those steers of from thirty to seventy-five dollars a head?

A. And that not only applied to the cattle shipped to Kansas. It also applied to the cattle we held there at home.

Q. Was there any improvement in the values prior to January 1, 1926?

A. There was a little in aged steers, but not in stock cattle or cows. They remained cheap.

Q. Is this point true—it may be of some information that they figured that the intrinsic value of a cow was equal to that of a two-year-old steer. Have you heard of that?

A. Yes, I have heard that stated and discussed various ways.

Q. I will ask you if it is not true that when the prices of cattle were so low during the period I have asked about, that calves nine and ten months old sold for more than the mothers of those calves?

A. That is true. I have sold them that way.

Q. Outside of a few cattlemen, is it or not true that a very large per cent of the cattlemen in your vicinity and west there, and even east of there, were facing bankruptcy and in danger of bankruptcy during that period of time?

A. That is true. I had it in my family.

Q. You recall, do you not, the passage, at the time it was passed, of the valuation act of 1925?

A. Yes, I remember the passage of the act.

Q. Were you in the City of Austin at any time when that bill was being discussed or when it was pending?

A. No.

Q. State if you know whether or not many of the cattlemen in the West, on account of their financial condition, were unable to pay the interest due the school fund of the State of Texas upon their school land applications?

A. I know a few men that were unable to pay their interest, or their interest on their obligations, for that matter.

Q. How long have you known J. T. Robison?

A. Oh, thirty years or more.

Q. Have you known him well?

A. Yes.

Q. In addition to the livestock business, Mr. Farr, I will ask you to state if it is not true that you have had for yourself and other people a great deal of land business?

A. Yes, especially along in 1900, the early days of this century, early years.

Q. Did you have any land revalued there for yourself or interests you represented, under the Act of 1925?

A. None at all.

Q. Mr. Farr, state whether or not you, in part, look after the business of Mr. Ira G. Yates?

A. I do.

Q. How long have you been in that capacity?

A. I have held a general power of attorney ever since November, 1927?

Q. Do you know whether or not he had any land revalued under this act?

A. No, he didn't have any land revalued.

Q. There has been some testimony in this case, I believe excerpts read from testimony of Commissioner Robison at the previous hearing, of a payment of five hundred dollars to the Commissioner by Mr. Yates. Do you know anything about that transaction?

A. I didn't see the payment made. I know about it. I have the canceled check at home.

Q. Was there any service that the Land Commissioner, Robison, made to Mr. Yates that called for that payment of money?

A. Shall I tell you the circumstances leading up to it?

Q. Yes, you may state in your own way what you know in regard to the payment of that sum of money?

A. Mr. I. G. Yates was unfortunate enough to strike a very big oil field on his Pecos county ranch, and it immediately became very valuable, and everybody wanted a little piece of it, and of course there has been many suits for vacancies and otherwise in that ranch. Prior to the time of finding the oil Mr. Yates had discovered a lot of vacant land in his pasture and made application to buy it. He was cited to Captain Dodd to make a survey to ascertain whether it was true.

Q. Who is Captain Dodd?

A. He was a State surveyor living in Alpine, Texas, a man well known in West Texas, a very splendid surveyor. Captain Dodd surveyed the Yates property and discovered two distinct vacancies, one of 2,486 acres, and one of 1,107 acres, as he reported them. Mr. Yates made application for those. He started in 1917 and finally completed the purchase in 1921. In 1927, after having an oil well drilled on his place, he paid them out and received his patent. Subsequent to his patenting the land the oil kept developing and getting better, and the people wanted a part of the ranch for vacant land, so they could all have some oil. There was a claim made for about 456 acres, as I remember it, in six different tracts, lying adjacent to one of those tracts that Captain Dodd had surveyed for Mr. Yates.

They brought a mandamus in the District Court of Pecos county, and this applicant was given judgment against Mr. Yates on an instructed verdict. The case went up to the Court of Appeals of El Paso and reversed and rendered in favor of Mr. Yates. While the case was on trial at El Paso those parties representing Mr. Fred Turner, applicant for the land, came down here and insisted on having patents issued for that land. Mr. Robison issued those parties those patents. Then he called up Mr. Yates and asked to meet him in the oil field, and said there was going to have to be something more done on it. So we met him and spent the day. Finally we came back to San Angelo in a car, and Mr. Robison and Mr. Yates stopped at

the San Angeles Hotel, and I went on out. The next morning Mr. Yates came and said: "What do you think? I gave Jim Robison $609 last night, after having patented Fred Turner our land." I just laughed and said: "That is your money. I guess it is all right."

Q. That was Mr. Yates who made that statement?

A. Yes.

Q. What was the date, approximately the date, of that?

A. I would guess February, last year, 1928. There was this other piece of land. There has been a good deal said that I would like to tell you about. I have read in the paper about this other 1,170-acre vacancy of land where we were supposed to have got it all. That piece of land was patented to Mr. Yates the same date as the other. Now about 1893 there were four sections located along adjoining Runnels county school land, 101, 102, 103 and 104, and in correcting the field notes were cut down to 407-acre tracts. When Dodd was out there surveying in 1918, which was twenty-five years later, and discovered this vacancy, Mr. Yates made application to the State to sell the unsurveyed school lands, on which the State holds all the minerals, except Mr. Yates' agency interest of one-sixteenth.

Now the charge has been laid down that Mr. Robison patented Mr. Yates, a rich oil man, the oil interests of the school fund of this State. Suit was filed for this patented land and it is in court also. You can easily see that if it prevails that, instead of Robison patenting the land to Yates in order to beat the school fund, if this party prevails the school fund will be beat out of its royalty interest in that land entirely, and there will be none of it left for the State school fund. If Mr. Yates holds his title the State owns all the minerals, and Yates will only get his one-sixteenth.

Q. When was that resurveying done?

A. In 1917 and 1918, and probably as late as 1919. It went on for two or three years.

Q. It is true, is it not, that the Yates discovery well didn't come in until 1926?

A. October, 1926.

Q. Prior to that time it was the wildest kind of wildcat territory?

A. And as poor a country as a man ever saw. Yates tried his best to get me to help buy that land, and after seeing what he had I told him I wouldn't have it; that I didn't want any.

Mr. Moses: That is all.

Cross-Examination.

(By Mr. Allen):

Q. Now, Mr. Farr, on re-examination another matter has been brought out about which I desire to ask you some questions.

A. All right, sir.

Q. Beginning in 1917 you say that Mr. Yates had surveys made with the view of purchasing lands that might be prospective oil lands that had not already been sold by the State?

A. No, sir; I didn't state that.

Q. Beginning in 1917 you say he purchased lands, or began arrangements to purchase lands?

A. Purchased vacant land in his pasture.

Q. At the time he purchased that land he dealt with Mr. Robison, did he not?

A. No, sir.

Q. Now when did he purchase the land on which the Yates discovery well came in?

A. In 1921.

Q. And he purchased that land that the Yates discovery well came in on from the State, through the Honorable J. T. Robison, Land Commissioner?

A. Yes, sir.

Q. Do you remember what he paid per acre for that land that he purchased that the discovery well afterwards came in on?

A. My recollection is one piece was $1.50, and the other was $2. The record over there will show.

Q. From what you know, it was something approximately near those figures?

A. Yes, sir.

Q. It was less than three dollars per acre?

A. Sure.

Q. You secured how many acres at that time for that price?

A. 3493 acres.

Q. Now, you secured from Mr. Robison here, purchased from the State of Texas, more than three thousand acres at $1.50 to $2 per acre at that time? That was a high price in that locality.

Q. You purchased something like 3200 acres, and it was on that land that subsequently the Yates discovery well came in, and there has been millions of dollars' worth of oil taken out of that land?

A. I would not say how many millions had been taken out of that land—there has been lots of oil taken out of it.

Q. But all of those lands were purchased by you in 1917?

A. A lot of the I. & G. N. located in Block 76.

Q. How much of those lands were purchased by you since 1917, either from the school land or from the University lands through Mr. Robison?

A. That is all. Those two tracts. 3493 acres.

Q. What land is it you say is now in litigation for which patents were issued to you first?

A. More land that I purchased at that time.

Q. In other words, more than the 3493 acres?

A. Part of that and part of another survey.

Q. But there was no patent issued to anyone else on any part of the 3400 acres?

A. No, sir.

Q. Then you did secure from Land Commissioner Robison that 3400 acres?

A. Patents have been issued to Yates and not issued to anyone else by Mr. Robison at that time, on that particular land.

Q. Now, it was—you say that you met Mr. Robison out there to go over that field together and see if there was any other lands that had not been patented?

A. That was not the purpose of it, Mr. Allen.

Q. For what purpose did you get the Land Commissioner out there to go over that land?

A. Sir, at the request of him and the Austin men who came with him.

Q. Mr. Robison and someone else?

A. Some parties from Austin—they were claiming some vacant land in the Yates pasture.

Q. Approximately what was the date of the application for the purchase of the two tracts of land that were filed?

A. The original application?

Q. Yes.

A. I would say in 1917.

Q. About 1917?

A. Yes, sir. Malcolm Reed was the other party—the party that came out there with Mr. Robison.

Q. About what date did they begin to drill the discovery well?

A. 1926. Nine years later.

Q. When did the well come in?

A. October, 1926.

Q. Now, this man that you have just named came out there in company with Mr. Robison, and went over the Yates pasture for what purpose?

A. To try to take some more of our land away.

Q. And you went out there and met Mr. Robison and this man who was trying to take some of that Yates land away from you?

A. Sure.

Q. And it was on that trip that you drove back through there—it was on that trip that Mr. Yates gave him that check for $690?

A. I said $609.

Q. I will refresh your memory. Did you say that it was $690 instead of $609?

A. It was not as much as $610.

Q. Approximately that amount?

A. Yes, sir.

Q. And it was under those circumstances, and under those conditions at that time that the Hon. J. T. Robison, the Land Commissioner, accepted the gift from Ira G. Yates, who formerly purchased that land?

A. A gift or loan.

Q. You know that it was a gift. Don't you know that it was a gift—you know all about that.

A. I think it just as well have been. Robison is always broke.

Q. Did you not say that he gave Mr. Robison $609?

A. I am not absolutely certain as to the exact amount. I believe it was for $609; I do not know that I said that it was a gift, but I said that he just as well have given it to him. He showed me the stub on his check book.

Q. Anyway, you do not mean to leave the impression, or lead this Committee to the conclusion that that was a loan and not a gift?

A. No. I mean to say this to the Committee. That while Mr. Robison received that; we did not think that there was anything wrong in that, and we believed in him and still believe in him.

Q. Now at the very time that check was given, there was negotiations on in which you knew that he was interested in claiming, that you knew that other people were interested in claiming some of your land?

A. And trying to take it. And that they are still trying to do.

Q. The negotiations were on at that time?

A. And still are.

Q. And it was while these negotiations were on that he made this gift?

A. We brought this party, Malcolm Reed, back to town. We gave them both a ride of 140 miles and this check as well.

Q. The point I am trying to make is, that the negotiations were on at that time, they have been on ever since, the

Honorable J. T. Robison, as Land Commissioner of this State, knew that at the time, and at the time that he was out there, going into this matter, and at that time, and under those circumstances and under those conditions, this check was passed?

A. Yes, sir.

Q. He was still Land Commissioner, and you were having dealings with him pertaining to your lands out there?

A. We claim that it is our land; we are going to meet them in the courthouse, and we are going to get our land.

Q. Of course you knew that the Land Commissioner was out there looking into that matter at the time that he was there on that trip, and it was while on that trip that this transaction occurred. That is true?

A. That was what they came out there for.

Q. The land is still in controversy, the land was still in controversy at the time that Mr. Robison was out there on that trip, and while he was out there you folks gave them a ride of 140 miles, and finally gave them, gave Mr. Robison, another lift of $609?

A. Yes, and we will help other parties whenever we get a chance.

Mr. Allen: I believe that is all.

Cross-Examination.

(By Mr. Moses):

Mr. Moses: Mr. Farr, at the time that Ira G. Yates made application for those tracts of land in his pasture, how many hundred miles was it to the nearest oil well?

A. About Breckenridge.

Q. About how many miles would you say that would be?

A. Over two hundred.

Q. Now the first oil field that came in out there was in Reagan county?

A. Yes, sir.

Q. Do you remember what year that was?

A. It must have been in 1924.

Q. Then at the time that this land was patented, or at the time the deal for the purchase of it was closed, in 1921, the nearest oil well would have been over in Stephens county?

A. Coleman or Shackelford county. The Yates oil field is 140 miles from the nearest oil field, southwest of San Angelo.

Q. Do you know whether or not the application that was made or the person interested in making that application was made by either M. H. Reed of Austin, or who it was made by?

A. The application was made by John G. Tyler, and my information is that Reed was furnishing him the money or backing him.

Q. Is that the same John G. Tyler whom Mr. Robison sent the letter to that was introduced here the other day?

A. I do not know, I could not say. I never saw the man.

Q. Is it not a fact that M. H. Reed did get all the river beds where there was any oil with it?

A. I do not know from my own knowledge. I have heard that talked of.

Q. At the time that this land was bought by Mr. Yates, was it bought and paid for in accordance with the law as it existed at the time and for the prices that the statute provided for?

A. Everything was regularly done according to the law.

Q. And at that time, and at the time it was applied for, and at the time the deals were consummated, in 1921, with your knowledge of the land values, of the tracts of land which Mr. Yates bought, did Ira G. Yates pay a fair price for that land?

A. Yes, sir. A full price.

Q. This ranch is located in Pecos county, on the west side of the Pecos River?

A. Yes, sir; this particular land lies, fronting on the river and back about two miles from the river.

Q. At the time that Mr. Yates bought this 3400 odd acres of land, was there or not a reservation of the minerals to the State?

A. Yes, the patent reserved the minerals to the State.

Q. Does the State get the royalties from that land at this time?

A. It should get one-sixteenth of the royalties out of each tract.

Q. And that is the royalty, the same royalty that they get on the balance of the State land?

A. Yes, sir.

Q. And that is the same royalty that you get?

A. Yes, sir. There is one tract, that is, the John G. Tyler tract, that we do not get any royalty on.

Q. That has been deposited to await the result of this lawsuit?

A. It has.

Q. Whatever claims M. H. or Selden Reed have can be established in the District Court of Pecos county?

A. Yes, sir, and will have to be.

Q. Is there any power vested in Mr. Robison that would defeat the rights that M. H. Reed or anyone else may have, by reason of the John G. Tyler deal or application?

Mr. Allen: We will object to that. That is a question of law. He is not a lawyer.

Mr. Moses: He is a practical land man and he has gone into this question. Now let's get the facts. If there was no discretion in law vested in Commissioner Robison, since he has asked those questions—

Mr. Allen: The Commissioner would have had no authority except such as he holds under the law. That being true, that is purely a legal matter and a legal question to be presented when the argument—when the time for the argument in the case arrives—it should not be taken up now.

Mr. Moses: If the Court please, we do not think the Commissioner of the General Land Office, that he received a bribe, or that he might have received a bribe, in order that Reed or the men interested with him, from doing or refraining from doing something with regard to that alleged vacancy out there, might have benefited should be permitted there. If it is true that the Commissioner of the General Land Office had no discretion, or could defeat or make the rights of Reed, then the question whether that was an impropriety in accepting that money and a gross indiscretion, should be determined.

Mr. Allen: Now, about the matter of the impropriety that my good friend Moses speaks of—further than the facts elicited from this witness. This witness has stated that they met out there for the purpose of negotiating certain matters and at the end of that, at the end of that time, they gave them a ride of over a hundred miles, and then at the end of that, Ira G. Yates, then and there, under those circumstances, gave the Land Commissioner, Mr. Robison, a check for $609, which he says was not a loan.

Now, later on, we are going to reach and discuss the effect of that matter, but those are the facts. I have never seen this witness before in my life, I have never talked to him, but we expect to reach some conclusions. But it would not make any difference what he said might be the authority or the power under the law, or how it would affect the rights of this or these other men, because that is purely a question of law that we must discuss when the time comes, we must discuss it, and my friend Moses will discuss it, and on that we will submit the issues to this body.

We contend to state what authority, under the law, the Commissioner may or may not have had, with respect to interfering with the rights of somebody in connection with that matter is purely a question of law for this body to determine when the questions of law are argued. We are going to have to discuss it, but this question does not hinge on that. What the State now relies on in this particular instance is whether or not the check for $609 was given under circumstances that were improper, and that is a question for this House to determine.

Judge Sinks: The witness will not express any opinion as to the question of law. That is purely a question of law. The witness did not say what his authority was. There will always be disputes between men as to legal matters.

Mr. Moses: If counsel will say that he is not going to argue that this money was given, was probably given, to influence some official action of Mr. Robison, we will not urge the matter further.

Mr. Allen: We, of course, are going to take these facts and the circumstances as they are developed from the witness stand. The main contention that we will make is, that prior to that time, and at that time, Ira G. Yates was engaged with the Commissioner in the matter of negotiating matters of business out there—

Mr. Moses: It was in order to get these facts that we were trying to get the facts from this witness.

Mr. Allen: Prior to that time he had acquired rights to lands out there, and there was a dispute pending about that property. I understand the other man was not on it at the time, But we will certainly contend that under those circumstances it was highly improper, and grossly wrong, for the Commissioner of the General Land Office, Mr. Robison, to have accepted gifts of that character. That will be our contention in regard to this.

Mr. Moses: That information will simplify all this. There was nothing under the shining sun that Commissioner Robison could have done that would have tended to have affected the rights of Tyler, who was holding under Reed. Here is the man who is familiar with those conditions. We think that we ought to be able to introduce that. If this witness is mistaken about it, they may offer such proof as to that as they may deem proper.

Mr. Allen: The proposition is a very simple one. We want to know if there was anything that J. T. Robison, as Land Commissioner, could have done

that would have affected the rights of those people—that is purely a question of law, and one on which the witness would not be competent to pass. The law, of course, speaks for itself. We, of course, object to that kind of evidence, or them attempting to prove by this witness what authority the Land Commissioner, J. T. Robison, had under the law to act in this matter.

Judge Sinks: I sustain the objection. Do not think that this witness should be asked to pass on a question of law.

Mr. Moses: Now, Mr. Farr, with regard to this mysterious six hundred and nine dollars—do you know for what purpose any of that money was to be used?

A. I will have to tell you what Mr. Yates told me about that when I talked to him about this transaction.

Q. All right.

A. He said to me that Mr. Robison told him that he was still owing for the brief that he had had printed in this relinquishment case. It had not been paid for. This was, if I remember right, one hundred and nine dollars.

Q. What was the five hundred dollars for?

A. For some money that he owed Judge Batts. Five hundred dollars on a note that he owed Judge R. L. Batts, and one hundred and nine dollars that he needed to pay for the brief that he had had printed in that relinquishment case.

Q. Now the relinquishment act, that was one in which the Commissioner was assisting in upholding the validity of the relinquishment Act of the Legislature, which was then before the courts and which had at that time been decided, but was later decided in favor of the contention of the land Commissioner?

A. It had already been decided in favor of the Commissioner.

Q. The contention of the Commissioner, Mr. Robison, had been upheld?

A. Yes, sir; last fall a year ago.

Mr. Allen: Mr. Farr, I wish you would kindly tell the Committee just why Commissioner Robison had gone out there, and what interest, if you know, Mr. Robison, as Land Commissioner had in that dispute out there?

A. Before he came out there, he said these parties were interested and insisting on going out there to look at certain land corners, and if we would like to be present that he would be glad to have us go along. There were a number of people, I do not recall all of them. There was Mr. Reed, Mr. Giles, Mr. Cameron, J. W. Hill and a number of others.

Q. Mr. Reed was interested in those corners in the Yates pasture, and Mr. Yates was interested in those corners and you were interested in those corners?

A. Well, I never could understand why they wanted us out there, except to show that we had other land corners in the pasture.

Q. While you were giving the Land Commissioner this lift of 140 odd miles, you learned that the Land Commissioner had borrowed five hundred dollars from Judge R. L. Batts, and used it in his campaign expense during last summer and fall?

A. I do not know that he told that was what he used it for. I do not think that he did.

Q. Did you learn that afterwards?

A. I learned it later that it was for money that he had borrowed from Judge Batts. I will not say that he said that it was for five hundred dollars that he borrowed from Judge Batts.

Q. You could not say as to that?

A. That may be true.

Q. Well, is it true?

A. That is probably true, but I do not know it.

Q. Now, the one hundred and nine dollars, additional, that was for a printing bill?

A. Printing bill?

Q. Printing that brief?

A. The brief that was filed in this relinquishment case.

Q. And that brief was filed by J. T. Robison in that case?

A. Yes, sir.

Q. Mr. Yates was interested in the result of that case?

A. Not directly.

Q. But he was interested in the result of that case filed by Mr. Reed?

A. Yes, sir.

Q. So at the time the check was given to Mr. Robison by I. G. Yates, he knew that the Land Commissioner, he was conversant with the land laws of this State, and that case involved the relinquishment of interests due the State and he was naturally interested in that?

A. Everybody knew that.

Q. And that brief filed by the Land Commissioner in that case resulted in benefit both to Mr. Yates and to the other interested people in that section of the State as a result of the questions involved?

A. Yes, sir; that is true.

Q. Now, on account of the service

that he had rendered in filing that brief for him and other men, Mr. Yates gave that check to pay for that brief out of his pocket, rather than let Mr. Robison pay for same, because he appreciated the result of what he had done for him and other citizens of West Texas?

A. I did not say that. He gave it to him as a pure gift, a loan or whatever you wish to call it.

Q. But it was a gift for services that he had performed in a matter in which he had been concerned at the time the brief was filed. That is true.

A. Mr. Yates had his own attorney in that case, I am certain.

Q. But there was no contest in that case between Mr. Robison and Mr. Yates' attorney?

A. No, sir.

Q. Did not those people out there, those land owners, are they not convinced, that Mr. Robison, by reason of having that trial, do not they feel that they owe him a debt of gratitude?

A. I feel like it. Some do not, though they should.

Q. And owing that debt of gratitude to the Land Commissioner of Texas, for the service he had rendered, in filing that suit, that was what prompted them to make that gift or donation—that is true?

A. I do not know what prompted it, but I do think I can state the facts.

Q. The matter these gentlemen wanted to have that conference with him about, and went out there about, is that suit still pending?

A. It was then pending, and is still on file in Pecos County District Court. Never anything done about it.

Q. Has never been tried?

A. No, sir.

Mr. Allen: I believe that is all.

Clifford B. Jones, being duly sworn by the Speaker, testified as follows on

Direct Examination.

(By Mr. Moses):

Q. Your name is Clifford B. Jones?

A. Yes, sir.

Q. Where do you live?

A. Spur, Dickens county, Texas.

Q. How long have you resided there?

A. Since 1911.

Q. Are you connected in any way with the Swenson activities or business, located in that portion of the State?

A. I am manager for the Swenson interests at Spur.

Q. When did you go to Spur?

A. In the spring of 1911.

Q. Were you, during some of the time you have lived out there, in the cattle business?

A. I was.

Q. In what years were you in the cattle business?

A. From 1913 until 1925, personally.

Q. What was the condition in that portion of the State of the cattle business, as to the finances of those engaged in the cattle business.

A. The situation during 1917 and 1918, particularly, was deplorable. In fact, I shipped velvet beans into the Dickens county, Texas, from the State of Georgia, and fed them to maintain my cattle.

Q. Did the condition continue bad throughout the years 1921 and 1925, inclusive?

A. It did, in so far as prices were concerned.

Q. Did you or not have a drouth in that section during that period?

A. Particularly in 1917 and 1918.

Q. Do you hold any official position at this time?

A. I do.

Q. What is that position?

A. I am Vice President of the Texas Highway Association, and am Chairman of the Board of Directors of the Texas Technological School.

Q. Located at Lubbock?

A. Yes, sir.

Q. Were you at one time President of the West Texas Chamber of Commerce?

A. I was.

Q. Are you acquainted with Commissioner Robison?

A. Yes, sir.

Q. How long have you known him?

A. Ever since I have been in the State.

Q. Have you had any business dealings with him, since you have been living in Texas?

A. I have.

Q. Much or little?

A. I have had considerable business transactions with the Land Office and with Mr. Robison since I have been in Texas.

Q. And you are acquainted with him by reason of living in West Texas, in that section of the State, where you now reside?

A. Yes, sir.

W. W. Bogle, being duly sworn by the Speaker, testified as follows on

Direct Examination.

(By Mr. Moses):

Q. Please state your name to the Committee.

A. W. W. Bogle.

Q. Where do you live, Mr. Bogle?

A. Marfa, Texas.

Q. How long have you lived in Presidio county, Texas?

A. Forty-five years.

Q. Have you ever held any official position in that county?

A. I was county judge for about eleven years.

Q. You say that you were county judge of Presidio county for about eleven years?

A. Yes, sir.

Q. Have you ever been in the stock—in the cattle business in that section of the State?

A. I have.

Q. How long have you been in the cattle business in that section of the State?

A. All the time that I have been there; about forty-five years.

Q. What is the extent of your land holdings?

A. I have a little over fifty-three thousand acres of land.

Q. And it is located in Presidio county?

A. Yes, sir.

Q. What direction from Marfa?

A. South.

Q. Without going into the matter elaborately, you have heard the testimony of the witnesses as to the great deflation in the values of cattle, commencing in 1920 and continuing during the year 1925. Was that condition true in your county also?

A. I cannot tell you definitely about that. I sold out in 1918. Sold all of my cattle. As I remember in 1917, I lost a great many cattle.

Q. Was that on account of the drouth?

A. On account of that.

Q. Then personally you were not in the cattle business during that time?

A. From 1918 to 1923 I was not in the cattle business.

Q. Did you go back in the cattle business in 1923?

A. I did.

Q. Did you find any improvement in prices, Judge Bogle, in 1923 and 1924, in the cattle business?

A. I was in the unfortunate position of being financially busted, and I had about everything on tick; as a consequence, I had to pay high prices.

Q. Well, that condition of being broke was almost universal and the cattlemen in that section of the State had been forced to liquidate to pay their debts?

A. At least they had to sell at prices that were very much too low, and most of them went broke as a result of those conditions—flat broke.

Q. Did you have any land reappraised under the Act of 1925?

A. I did.

Q. Approximately how many sections did you have reappraised?

A. I expect that you will feel that I am somewhat stupid, but I cannot tell you. They have the total here in the files of the General Land Office, and I am sure that they have the information and can give it to you.

Q. Can you tell us approximately, more or less, just your best judgment of it?

A. I do not like to answer that.

Q. About (Mr. Smith) 24,729 acres?

A. I was going to say about 25,000 acres.

Q. And, of course, you paid your one-cent-per-acre to Mr. Robison as the other land owners out in that section of the State did, to have your land reappraised?

A. I did.

Q. Do you remember when your land was reappraised?

A. In 1925, I guess.

Q. Now, Judge, did you ever make any contribution or gift to Commissioner Robison of any portion of the residue of that money?

A. I did not.

Q. Do you know whether or not any of your neighbors did?

A. I have heard that they did.

Q. You are acquainted with Commissioner Robison, are you not?

A. Very well acquainted with him; I have known him a great many years, very favorably.

Q. Has he or not, in the discharge of his duties as Land Commissioner, frequently been out in your section of the State?

A. He has been out there a number of times.

Mr. Moses: That is all, Mr. Allen.

Cross-Examination.

By Mr. Allen:

Q. Mr. Bogle, I will be very brief and will just ask you a few questions. You had disposed of your cattle and your lands, and then subsequently repurchased?

A. I didn't dispose of the lands.
Q. I don't mean the lands—
A. I disposed of the cattle completely in 1918 and bought back in 1923.
Q. That was the cattle?
A. Five years afterwards.
Q. Yes, sir. Now, you owned, you say, approximately 25,000 or 26,000, or what I have here is 24,520, that is correct?
A. I think so, yes.
Q. Then, when you paid in your one-cent-per-acre, had your lands been forfeited for interest?
A. Well, no.
Q. They had not been?
A. Well, yes, they took the regular course of forfeiture.
Q. Then, you took the regular course of demand for reappraisement?
A. Yes, sir.
Q. And then you sent in a check?
A. Yes, sir.
Q. And that check was for $227.40?
A. Yes.
Q. Now, that was in the year 1925, that Act of 1925, Reappraisement Act, became effective, my recollection is, in June of 1925?
A. Yes.
Q. And, of course, it was after that act became effective that you asked for your reappraisement, and at the time you asked for your appraisement, you sent in this money?
A. Yes, sir.
Q. Now, then, if the money was paid in under the Act of 1925, the act provided that any residue not used in the expenses of reappraisement should go into the Treasury—

Mr. Moses: Well, now, we invoke, in the interest of time, the objections that counsel has made as to us; he is discussing a proposition of law to the witness, and we have been denied the right to do that, and we object to his doing it.

Mr. Allen: I withdraw the question. I am not asking what the law is.

Q. Anyway, there was an amendment to the act in 1926—that is what I am getting at—there was an amendment to the Reappraisement Act in 1926, and under that amendment you say you subsequently received a refund check for a portion of the money that you paid in on the one-cent-per-acre?
A. I haven't said so up to date.
Q. You stated—you didn't state that in the words, of course, but you did receive the check, the refund check?
A. I can answer that; it would take a whole lot of talk to answer that question.
Q. Well, you either received a check for refund on that one-cent fund, you either did or did not. Did you, or did you not?
A. I received a check, but at that time I was in California and didn't know what it was.
Q. But you subsequently learned what it was?
A. I did.
Q. Then, I am asking you now, did you receive a refund check for your land up to that time?
A. Yes, sir.
Q. Now, when did you receive your refund check?
A. I think it was in April; I am not positive.
Q. What year?
A. This year.
Q. In this year? Now, at the time you received that refund check, was there enclosed a letter composed of two paragraphs, reading as follows: "Lots of those to whom these checks have been sent have written their names on the back of them and have sent them to me as a free-will token for their appreciation of the service I have rendered the owners of land in defending their mineral rights, etc., in litigation filed by the Attorney General some years ago"?
A. There was not.
Q. You didn't get a letter of that kind?
A. I did not.
Q. Was there anything in your envelope enclosed with that check?
A. Not a thing.
Q. Nothing at all?
A. Not a thing.
Q. Then you not only did not return the check, but you were not requested to do it?
A. I certainly was not.
Q. No suggestion was made to that effect?
A. Not a single suggestion.
Q. One other matter I want to ask you about. You were asked about the value of those lands. I will ask you if it is true that since the matter—
A. As what—say that again?
Q. Counsel asked you about the value of your land and about how entirely bankrupt you were during the era of depressed times. I will ask you if on the land—on some of the land you bought—

Mr. Moses: Counsel is in error, I didn't ask him anything about the value of his lands. I was talking about the cattle.

Mr. Allen: Well, about the depression.

A. You hypothecate a great deal to yourself; you put the words in my mouth I don't intend to use.

Q. During the era of depression—weren't you asked if that affected the value of lands out there?

A. As a matter of law, if he asked me—

Q. No. I am asking you if he didn't ask you if that era of depression that the West went through, did he not ask you if it affected the value of lands out there?

A. It seems to me he asked only about the value of cattle, if I had lost anything.

Q. Well, I am asking you, I not only ask if it affected the value of the cattle—

A. There is the stenographer.

Q. I know, but we haven't time to stop now. I will ask you now if it affected the value of the lands?

A. Very much, if a man loses his stock and everything he had.

Q. You are not out of humor with me, are you? I am in the best of humor.

A. I don't care a continental about you in the world.

Q. I know, but I ask you, you are not out of humor with me?

A. Not a bit. But I certainly don't want you to put words in my mouth I didn't use.

Q. I will ask you this, if at any time since—I am asking this at the suggestion of a member—if you obtained a loan on your land soon after and bought it on reappraisement of—approximately $3 per acre?

Mr. Moses: We will object to it, we object to anything about what the value of the lands are now, or what he has received since the revaluation. We have no objection to the witness being interrogated as to the value of his lands at the time they were appraised; but whether they have gone up or whether they have gone down since that time can throw no light whatever on this investigation.

Mr. Allen: With the statement to you, I am asking that at the request of a member of the committee.

Mr. Moses: Well, we still say it is immaterial, inadmissible and incompetent, regardless of whether it is from a member of the Committee or not.

Judge Sinks: I sustain the objection.

Mr. Allen: Then that ends the examination.

(Witness excused.)

Mr. Moses: In the interest of time, Mr. W. P. Fisher, if counsel is agreeable, may be excused. He is a neighbor and lives at Marfa. He is sitting in the back of the House, if you would like to confer with him.

Mr. Allen: That is all right, Mr. Moses.

Thereupon the respondent called D. H. Snyder, who was sworn by the Speaker, and who testified as follows:

Direct Examination.

(By Mr. Moses):

Q. Please state your name?

A. D. H. Snyder.

Q. Where do you live, Mr. Snyder?

A. Colorado, Texas.

Q. How long have you lived in Mitchell county?

A. Twenty-eight years.

Q. Born and raised there?

A. Round Rock, in Williamson county.

Q. And did you ever live in Georgetown?

A. Yes, sir.

Q. What business are you engaged in, Mr. Snyder?

A. Cattle business.

Q. Were you engaged in the cattle business in Mitchell county from the years 1917 to 1925, inclusive?

A. Yes, sir.

Q. What was the condition of your country as to the drouths in 1917 and '18.

A. From 1916 up, and including 1918, it was very bad.

Q. Do you recall, Mr. Snyder, that the deflation in values of cattle commenced some time in the year 1920 and continued getting worse throughout the years, including 1925?

A. Yes, sir.

Q. What was the financial condition overwhelming the majority of the cattlemen at the beginning of the year 1925?

A. About ninety-five per cent of them were broke.

Q. To refer you to two special instances—you are well acquainted with W. C. Cowan, who owned a large ranch in Reeves county, weren't you?

A. Yes, sir.

Q. And were you also acquainted with an old gentleman by the name of Hudson, who ranched in that country?

A. Yes, sir.

Q. Each of those men went broke and died practically paupers, did they not?

A. Yes, sir.

Q. Did you have any land reappraised under the Act of 1925?
A. No, sir.
Q. I believe that is all.
Mr. Allen: That is all, Mr. Snyder.
(Witness excused.)

Mr. Moses: Mr. Speaker.
The Speaker: Mr. Moses.
Mr. Moses: Right at this time we have no witnesses available except those who will consume a great deal of time. We are willing to go on if the House wants us to do it, but as it is about 5 o'clock, it will not discommode us and we will appreciate it if you will take a recess until tomorrow morning at 10 o'clock. Mr. Speaker, I will call one other witness; it won't take but a little while to examine him.
Mr. Speaker: Very well.
Mr. Moses: Then, at the conclusion of his testimony, if it is agreeable with the House, we will not put on any further testimony this afternoon.

Thereupon the respondent called L. R. Millican, who was sworn by the Speaker, and who testified as follows:

Direct Examination.

(By Mr. Moses):

Q. What is your name?
A. L. R. Millican.
Q. Where do you live at this time?
A. El Paso.
Q. What is your business or calling?
A. Baptist minister and missionary, traveling in that western country.
Q. How long have you been a minister of the gospel?
A. Well, fifty-five years.
Q. How long have you lived in the West?
A. Nearly all my life.
Q. Are you acquainted with J. T. Robison?
A. I am.
Q. Are you well acquainted with him?
A. I am.
Q. Are you well and intimately acquainted with the people of West Texas?
A. I am.
Q. Have you lived at any other place in West Texas besides El Paso?
A. I was born at Lampasas, and I have kept up with the West ever since I was grown. I went to San Angelo as a missionary over that country before the time of railroads—went out there in '85; and I went to Midland in '87; and in '90—I think it was '93 or '4, 1893 or '4, I went out to El Paso as pastor, and then I was State evangelist for several years, and then went back out West.
A Member: A little louder, we can't hear you.
The Speaker: Brother Millican, talk a little louder, and in this microphone, please, use just a little more force to your voice.
Q. Well, without going into details as to all the places—did you ever live at Fort Davis?
A. Yes, sir.
Q. And did you ever live at a little place called Alamo?
A. Yes, sir.
Q. In what county is Alamo?
A. It is in Hudspeth county now; it was in El Paso county when I lived there.
Q. Did you ranch, and do you now own a ranch near Alamo?
A. Yes, sir.
Q. Were you in the cattle business when the drouth and deflation in values came?
A. In a small way, I was. I went broke.
Q. You went broke?
A. Yes, sir.
Q. Were you down here at Austin at any time when the discussion or consideration of the Revaluation Act was taking place—the Act of 1925?
A. I was. While Mr. Neff was Governor, we were up, I believe, along that line in the called session; Mr. Neff didn't want to submit the matter of the land—there were two other parties there with bills that were altogether different—
Q. Well, were you here in 1925?
A. I was.
Q. Why were you here and what were you doing, if anything, with regard to this proposed legislation?
A. Mr. Hunter came to me, came down with the others, wanted me to come down with him and others that were coming. Just at that particular time I couldn't leave. He came back immediately and said he was afraid if I didn't come down here and help them out they might not get the bill through.
Q. Well, you did come?
A. I came at once.
Q. And you did what you could to encourage the passage of that bill, did you?
A. I did everything that I could.
Q. Now, did you hear the discussion in the committees or on the floor of the House or Senate, by the proponents of that measure, as to what its purpose was—that is to say, was its purpose to raise or lower the value of those lands?

A. The purpose was to get a fair valuation upon the lands out there. A great deal of that land had been bid in too high for ranches, or anything else, many people had bid on the lands, not knowing anything about the country out there, who had been in the Panhandle country, and not knowing that it was altogether different; they were putting the land too high.

Q. Well, to get at it in a shorter way, if I may, I will ask you if it is not true that the general discussion was that the land had been sold too high and the people were unable to pay the interest on it, and the purpose of this act, in most instances, was to cause a lower value to be placed on it?

A. That is true.

Q. Now, when those hard times came—we have a large number of ranchmen here, that is, men who own and occupy large holdings of land, the same hard times that hit the big man at that time also affected the small stockmen, and they went broke just the same as the big ones did?

A. They did.

Q. That is all.

Mr. Allen: The brother can go. We are through.

(Witness excused.)

Mr. Moore of Houston: Mr. Chairman.

The Speaker: The gentleman from Houston.

Mr. Moore: I move that the Committee rise, report progress and ask leave of the House to sit again at 2 o'clock tomorrow.

(The motion prevailed, and the Committee adjourned until 2 o'clock p. m. Thursday, June 20, 1929.)

THURSDAY, JUNE 20, 1929.

AFTERNOON SESSION.

The Committee of the Whole met, pursuant to adjournment, at 3 o'clock p. m. Thursday, June 20, 1929, whereupon the following proceedings were had:

The Speaker: The Committee will be in order. Mr. Moses, who is your first witness?

Mr. Moses: Mr. Kilgore. We have sent for him.

Dixie Kilgore, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. State your name.

A. Dixie Kilgore.

Q. Where do you live?

A. Lamesa.

Q. Lamesa is the county seat of Dawson county?

A. Yes, sir.

Q. How long have you resided in that county?

A. Twenty-one years.

Q. What official business, if any, do you hold?

A. County judge.

Q. Have you held any offices in Dawson county or elsewhere in Texas?

A. County clerk of that county eight years, and cashier of the First State Bank.

Q. When you first went to Dawson county, was that a farming or stock raising county?

A. Stock raising county.

Q. Is stock raising still indulged in in some portions of that county?

A. Yes, sir.

Q. Were you familiar with the cattle industry in those counties, say from January 1, 1921, up to December 31, 1925?

A. Yes, sir.

Q. What was the financial condition generally of the cattlemen in your section during those years?

A. Just as bad as it could be.

Q. When that Reappraisal Act of 1925 was enacted, did any of the land owners in your county take advantage of the provisions of that act?

A. One tract.

Q. Your county is located, is it not, on the east of Gaines county?

A. Yes, sir.

Q. And reasonably close to Andrews county?

A. The corner overlaps Andrews county.

Q. Yoakum county lies north of Gaines county on the New Mexico line, does it not?

A. It does.

Q. I will ask you to state if you know whether the land owners in those counties, Andrews, Gaines and Yoakum, took advantage of the provisions of the Act of 1925?

A. I was told they did; I don't know.

Q. Are you acquainted with J. T. Robison?

A. I am.

Q. How long have you known him?

A. Fourteen years.

Q. Were you county and district clerk of Dawson county?

A. I was.

Q. As county and district clerk of Dawson county, and since you have been

county judge, have you had occasion to have much or little business with the General Land Office?

A. I had a great deal of business when I was county and district clerk with the General Land Office.

Q. Was that during the time Mr. Robison was either Commissioner or chief clerk?

A. He was Commissioner all the time.

Q. I assume you are well acquainted with the people in the county that elected you to office so many years?

A. Yes, sir.

Mr. Moses: Cross-examine.

Mr. Allen: That is all.

B. B. Curry, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. Your name is B. B. Curry?

A. Yes, sir.

Q. How long have you lived in Gaines county?

A. Twenty-three years.

Q. What is your present business or occupation?

A. I am engaged in the banking business and cattle business.

Q. Did you ever hold any official position in Gaines county?

A. I was county clerk of Gaines county for ten years, 1910 to 1920.

Q. During the time you were county and district clerk, and since you have been in the banking business, have you had much or little business with the General Land Office?

A. A very great lot of business.

Q. I assume that you are well acquainted with Mr. J. T. Robison, the Land Commissioner?

A. I have known him for eighteen years; very well acquainted with him.

Q. It has been testified to, Mr. Curry, that the cattle business between January 1, 1921, and December 31, 1925, was very hazardous, and an overwhelming percentage of the cattlemen were facing bankruptcy. Is that true?

A. Practically all of them were facing bankruptcy between 1920 and 1925, during the dry period.

Q. After the Reappraisement Act of 1925 was passed, did any of the land owners in your county take advantage of the provisions of that act?

A. Yes, sir, quite a few.

Q. Could you tell us approximately how many sections of land were reappraised, that is, how many, more or less?

A. Well, I couldn't tell you the exact number. It was a small amount compared to those lands in the trans-Pecos country, but I expect twenty or thirty sections would catch all that was reappraised in Gaines county.

Q. Do you know whether or not any citizens of Andrews county on the south and Yoakum county on the north took advantage of the provisions of that act?

A. Yes, sir, quite a number, in both counties.

Q. Now, were those men taking advantage of the provisions of that act, were all those large land owners, or were many of them small land owners?

A. Most of them were small land owners in those counties. You see, Yoakum county and Andrews county are not held in large tracts like they are across the Pecos river. Those people undertook to try to farm, a lot of them, on smaller tracts.

Q. They farmed, and raised stock on the side, most of them, did they not?

A. Yes, sir; that is it, exactly.

Q. Did you personally have any lands reappraised?

A. No, sir, I did not.

Q. Have you any personal knowledge of whether or not any of the refund checks sent out by Commissioner Robison after September 1, 1928, were returned to Mr. Robison as a gift or gratuity?

A. No, sir, I don't have any personal knowledge of any of those facts.

Mr. Moses: That is all.

Mr. Allen: That is all.

Mr. Moses: A matter I overlooked.

Q. Mr. Curry, about how many sections do you think were reappraised in Gaines county under the Act of 1925?

A. Probably twenty or thirty sections. I don't know the exact number.

Q. Do you know whether or not, in reappraising those lands, whether the values of any of those sections were raised?

A. Yes, sir; I know at least two sections had the price raised.

Q. Do you remember how much the increase was on those two sections?

A. This land originally had been purchased at $1.50 per acre and they were raised to $2 per acre under the reappraisement.

Mr. Moses: That is all.

Mr. Allen: That is all.

Joe G. Montague, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. State your full name.

A. Joe G. Montague.

Q. Where do you live?

A. Fort Stockton, Pecos county, Texas.

Q. How long have you resided at Fort Stockton?

A. About six and a half years.

Q. Where did you live previous to moving to Fort Stockton?

A. I have lived all my life in Bandera and Pecos counties.

Q. You were born in Bandera county?

A. Yes, sir.

Q. What is your business or occupation?

A. Land lawyer.

Q. Are you also engaged in agriculture?

A. Yes, sir; farming and ranching, both.

Q. Did you ever hold any public position, Mr. Montague?

A. Yes, sir; I have been county attorney of Pecos county for a couple of years, and then district attorney for the Eighty-third Judicial District, 1925, 1926 and 1927. I resigned in the summer of 1928.

Q. Will you please name the counties that constitute that district?

A. Jeff Davis, Presidio, Brewster, Pecos, Upton, Reagan, Crockett and Sutton.

Q. Are you well acquainted with the people of that judicial district?

A. I think I know practically every man in those eight counties.

Q. With the exception of some irrigated farms on the Pecos River, what is the principal avocation of the citizens of those counties?

A. Ranching.

Q. You have heard, have you not, the testimony as to the deplorable financial condition of the cattlemen by reason of the drouth and deflation in prices in that section of the country testified to by other citizens living out there?

A. Yes, sir, I have heard that.

Q. Do you concur in the testimony that they have given about that situation?

A. In every detail. I know those facts that have been testified about relative to the deplorable conditions that existed from the time of the war on to the last year in the ranching country are very true.

Q. Were you familiar with the financial condition of the land owners in that section of the State in the early part of 1925 and for several years prior thereto?

A. Yes, sir; I was familiar with that condition at that time.

Q. What was the situation in that respect, that is to say, those who were owning school land and on which there had been paid only a small portion of the principal?

A. In the eight counties that I represented at that time as district attorney I think I can safely say that with the exception of a few of the sheepmen, and including all the cattlemen, they were practically all broke, and at that time St. Louis, East St. Louis and Kansas City Stockmen's Association took a very large percentage of the cattle in West Texas.

Q. To be more accurate, that was the National Stockyards Loan Company?

A. Yes, sir.

Q. The Drovers' National Bank, Drovers' Land Bank at Kansas City, and the Interstate National Bank and its loan company?

A. Yes, sir. Those were concerns that took over a great many of the cattle of West Texas about 1925.

Q. Mr. Montague, as a citizen of that county and familiar with those conditions, do you know, previous to the enactment of the Act of 1925, what steps were taken, what was done with regard to attempting to secure the passage of what is known as the Revaluation Act of 1925?

A. Yes, sir. I personally took quite a bit of interest in the passage of that act, and I know that prior to the meeting of the Legislature at the time that act was passed a good deal of talk went on in West Texas, with a meeting occasionally at different places for the purpose of bringing the situation to the attention of the Legislature, and as a result of that I came down here to Austin at the time the Legislature met.

Q. Now, Mr. Montague, you are familiar with the rules of evidence. Will you state, as concisely as possible, but fully, what was done here in Austin, what discussions were had before the Land Committees of the House and the Senate, and discussions upon the floor of the Senate, with regard to the passage of that act, and the purposes sought to be attained?

Mr. Allen: Just one moment, please. Mr. Chairman and Judge Sinks, those things have been gone into to some extent with previous witnesses, but we have never seen the pertinency or relevancy of that character of testimony.

He wants to know everything that was done and everything that was said. We are investigating the Land Commissioner. Now they are just going into an omnibus discussion of what took place before the Senate committee and before the Senate in the passage of the Revaluation Act, and we think it is a waste of time. It cannot possibly have anything to do with this investigation, and for that reason it is irrelevant and inadmissible. I make the objection to it at this time more in the economy of time. It cannot subserve any good purpose, and could only muddy the waters, and for that reason we object to it.

Mr. Moses: The House, by a decisive vote, said they wanted to know the facts.

Judge Sinks: The idea is to lead up to what you proved before, the proof that you had that it was to relieve conditions?

Mr. Moses: And reduce values.

Judge Sinks: Suppose you just ask that.

Mr. Moses: Now, Your Honor, we don't want to be cut off from legitimate proof.

Judge Sinks: Go ahead.

Q. Bearing in mind the admonition, Mr. Montague, given counsel, and the objection made by counsel on the other side of the table, state as fully, but as concisely as you can, these matters that I have asked you about?

A. At the time I came to Austin for the purpose of bringing to the Legislature the conditions that existed in West Texas, there came at that same time Judge Hunter of Van Horn, Judge Howell Johnson of Pecos.

Q. Howell Johnson was county judge for many, many years of Pecos county?

A. Yes, sir. And Judge Ben Reynolds of Reeves county, and several others whose names I do not now recall. At the time we arrived here some member of the Legislature, whose name I do not now recall, had drawn a bill to try to meet the situation and give the relief that was later accomplished by the Reappraisement Act. This bill was taken up by a subcommittee here in the Legislature. The bill as drawn—I think I raised the question myself—didn't meet the requirements of Judge Phillips' opinion that was written on the Reappraisement Act of 1913. This bill as it was drawn provided alone for the reduction of values on that land. As I understood Judge Phillips' opinion on this matter in the Green case, which was a case decided under the Reappraisement Act of 1913, it was necessary, in order to be constitutional, for that law to provide that the Land Commissioner, or whoever appraised the land, should have the power to lower or raise lands.

Q. Did you make that contention to the author of the bill or to some member of the Legislature or Land Committee?

A. I made it before the committee, the subcommittee that had been appointed to review this situation. Mr. Robison also, when he was called before the committee, raised the same objection. As a result of that, the first hearing we had before the subcommittee we asked that a bill be drawn that would meet these objections. The next morning Judge Hunter and I met with the Land Commissioner in his office, and there might have been two or three others there; I do not remember now. But we discussed the bill quite at length. As a result, some of us made notes of what we thought should be in it and turned them in to Mr. Robison, and he said he would have the bill typed for us. There were certain features of the bill that Mr. Robison objected to.

The 1913 law we were all familiar with. Of course, I was not practicing law. I was not old enough at that time to get the Act of 1913. A committee had been appointed under that law to reappraise this land. This committee came out there and their work didn't meet the purpose of the law at all. In fact, no relief in many instances was had, and in many instances the exact opposite effect was had. I have in mind now particular lands that were raised under the appraisement of 1913, and then a year after the appraisement the land owners went broke and the land went back to the State and was never paid for.

We had those things in mind, and when we were discussing the features of this law we knew that Mr. Robison was familiar with the earning power of that land and we urged him to be the only appraiser. Mr. Robison didn't want to do that. He rather insisted that there be two or three appraisers appointed, and that he be not one of them. He finally yielded to us and we got the bill typed, and it was typed that way.

There was another feature of the bill, and I don't think Mr. Robison expressed himself on this, but some of the committee insisted that the land owners should pay the expenses of reappraisement. We felt that under the conditions that existed at that time that the State should pay for that. But he yielded on that also, and we wrote into the bill a

provision that the one cent an acre should be paid by the land owners to obtain the reappraisement.

Q. Where did the suggestion come from that the land owners should pay the costs of that reappraisal, from the Commissioner of the General Land Office or from a member of the committee?

A. From some member of the committee.

Q. And then the Act of 1925 was subsequently enacted?

A. Yes, sir; it became the law.

Q. Were there any discussions in the Land Committees or on the floor of either of the bodies as to the purpose of the act being for the relief of those citizens owning this land, with the idea in view that the value would be lowered and decreased?

A. Yes, sir. At that time we raised the question before the committee and brought the Green case in before the committee. I remember distinctly that one member of the committee made this remark. He says: "Well, it is our purpose to lower those values in West Texas. Why say anything about giving him the power to increase prices on the land?" But after we discussed the Green case and the Phillips opinion the committee thought that was necessary in order to have a constitutional bill.

Q. Mr. Montague, were you here at the Special Session of the Legislature in 1926 when that act was amended in so far as it related to the one-cent-an-acre?

A. Yes, sir. It was amended in that feature and in one or two other minor features.

Q. Do you recall, now, where the suggestion came from that was adopted by the Legislature to the effect that the residue of this fund would be remitted to those who paid it in, and not be paid into the State Treasury?

A. I am not certain where that suggestion came from, but I think it was some man from West Texas, but I do not remember who it was.

Q. Are you acquainted with J. D. Jackson of Alpine?

A. Yes, sir.

Q. You know him well?

A. Very intimately, yes, sir.

Q. Do you recall, now, whether Mr. Jackson was here in Austin during that Special Session of the Legislature at any time?

A. I think he was, yes, sir. I won't say that he made the suggestion, but somebody from out there who was here at that time did make the suggestion.

Q. On any occasion, in any of the conferences you had, either with the Land Commissioner or where he was present, did you ever hear a suggestion come from him that the law should be changed in that particular?

A. No, sir, I didn't hear any suggestion from him.

Mr. Moses: Cross-examine.

Cross-Examination.

(By Mr. Allen):

Q. You spoke of everybody in that country being broke. How does it happen that all of the witnesses who come here are great land holders, cattle raisers and bankers? Up in my country we are all poor, but all of you appear to be bankers and cattle owners?

Mr. Moses: We think that question is improper and that it ought not to be made a matter of jest.

A. I would like to say our banks up there have a little more confidence in us and give us a little more credit.

Q. You are one of the cattle raisers, as well as a lawyer and a judge?

A. To a small extent.

Mr. Allen: That is all.

J. D. Jackson, a witness in behalf of the proponent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Moses):

Q. What is your name?

A. J. D. Jackson.

Q. You live at Alpine, do you not, Mr. Jackson?

A. Yes, sir, Brewster county.

Q. How long have you lived in that section of the State?

A. Forty-four years.

Q. And what is your business now, and what has been your business for that period of time?

A. Cattle business all the time.

Q. Where are your ranches situated with reference to the town of Alpine?

A. They are east and south, and some north.

Q. Without going into details, Mr. Jackson, of the matter, you have heard the testimony, have you not, of a great many witnesses as to the deplorable condition of the cattlemen during the years 1921 to 1925, inclusive; you heard that testimony?

A. Yes, sir, I have heard some of it.

Q. Briefly, what was the condition of the cattlemen during those years?

Mr. Allen: That has been gone over with many witnesses. I have never seen any competency or relevancy whatever as to the condition of the cattlemen

during those years. The cattle were not revalued under this act. They had no connection with this act, directly or indirectly, and in economy of time I am going to object now to going over and over that matter with witness after witness, and I will begin with this one. It has no relevancy whatever that I can see.

Mr. Moses: Your Honor, counsel has, we think, adroitly drawn from a number of witnesses, and later will from this one, that when the lands were reappraised the values were lowered; and the proof will show that this man, J. D. Jackson, was one of those who made a gift to the Commissioner of the General Land Office. Now, the inference is, of course, perfectly plain, in propounding the questions that counsel for Dallas has done, that there was something shady about it; that it was a reward for him doing something or other that the Commissioner ought not to have done. Counsel says that they didn't have any reappraisal of the cattle. That is true. But every man with sense enough to rake live embers off of his head knows that if that is the principal business of the country, when that commodity fails the values of the land go down. It is the general proposition. I am not responsible for this investigation starting. We want to go to the bottom of it. We want to make it perfectly plain, the condition of the people, the purpose of the Legislature as expressed by the members voting upon it in committee and upon the floor of the House. It was a relief bill to lower values.

Now, if those values were lowered, and that is the intent of the Legislature as expressed in the law, no reflection, then, could properly be had upon the Land Commissioner in lowering those values, unless some specific proof would justify condemnation. And then, upon the question of those gifts, of course, there will be a different stand all the way through between counsel for the respondent and the gentlemen who will prosecute this man later on as to whether or not these moneys were public funds or private funds. If private funds, they would have the right to do with them just as they pleased, and it would be a matter of propriety, and not a crime. We are not trying to kill time. We are not trying to delay this proceeding. The Speaker of this House and Your Honor will note, and the record will show, that we have asked for no delay from the time this resolution was adopted; and we would like to go along in our own way introducing the proof that we sincerely believe is not only admissible, but is highly relevant in determining the motive of the Land Commissioner in receiving those gifts and in the acceptance of those gratuities.

Judge Sinks: Overrule the objection, and let you go ahead.

Q. Judge Sinks has held that you may answer that question. Make it as brief as you can, consistent with presentation of the facts.

A. From 1921 to 1926 the cattle business, from drouth and other causes, had gone down over fifty per cent and a majority of the cattlemen were broke in western Texas, and we couldn't pay the interest on our land, much less pay for it.

Q. Mr. Johnson, tell us approximately the amount of money that you owed on the land of your firm at the time of the passage of this relief act, could you do that?

A. Yes, sir; something near $200,000.

Q. Did you have a mortgage on your cattle?

A. Yes, sir.

Q. To what extent were your cattle mortgaged?

A. Something like $400,000.

Q. Is your firm Jackson & Harmon?

A. Yes, sir. I have individual land myself.

Q. You are in partnership with Mr. Harmon, and then you also have an individual ranch?

A. Yes, sir.

Q. Approximately how many sections of the Jackson & Harmon lands were revalued?

A. Twenty-one thousand, seven hundred and eighty acres, Jackson & Harmon, and J. D. Jackson, 21,780 acres.

Q. That was on your partnership land and your individual land?

A. Yes, sir.

Q. Which was the larger number of acres, partnership land or individual land?

A. Partnership land.

Q. If you can from memory, state what valuation was placed upon those lands by Commissioner Robison.

A. Well, the valuation ran from two to three dollars per acre, and $3.50, some of them.

Q. Did the Land Commissioner make a personal inspection of those lands?

A. He did.

Q. Give us, if you can, the date, or between what times this reappraisal occurred?

A. Well, from March to April, be-

tween March and April, in the dates between March and April.

Q. Since you have been here in Austin, have you investigated the records of the Land Office to ascertain definitely those dates?

A. Yes, sir. There were three different appraisements, though, is the reason I set them that far apart.

Q. But it occurred during the months of March and April, 1926?

A. Yes, sir.

Q. Now, do you remember about what time you made application to the Land Commissioner to reappraise those lands and paid in the one-cent-an-acre?

A. I do not, but I think it was about two months or three months before it was reappraised.

Q. Did you receive later a check from the Commissioner of the residue or remainder of this reappraisal fund which was in part provided by you?

A. Yes, sir, I did.

Q. About what time was it you received the check for your portion?

A. Well, I couldn't say that. It was something like eight months or a year after it was reappraised. A good long while.

Q. Do you or not know, Mr. Jackson, that none of those checks were issued until after September 1, 1928, refund checks?

A. Well, I didn't receive mine until after that.

Q. About what time did you receive your check?

A. Well—

Q. Aren't you mistaken about it being eight or ten months after the reappraisal, and wasn't it in the fall of 1928, last fall?

A. Yes, it was in 1928.

Q. What did you do with your check?

A. I endorsed it and sent it back to Mr. Robison, with instructions to keep it for his own benefit.

Q. Did you make any secret of that fact, Mr. Jackson?

A. No, sir.

Q. Did you talk with other land owners in your section of the State with regard to the propriety of returning those checks, endorsing those checks and giving them to the Land Commissioner?

Mr. Allen: We object to any conversations he had with people in his section as to the propriety of anything, because that would throw no light on this hearing. They are wanting to go into a hearsay matter pure and simple, and we object to it for that reason.

Mr. Moses: We want to show that it was a matter of common knowledge that these gratuities and gifts were being made.

Mr. Allen: We admit that it was done, and that it is a matter of common knowledge now through the State of Texas about those gifts and gratuities.

Mr. Moses: Will counsel admit that it was a matter of common knowledge in the fall of 1928, when it was done?

Mr. Allen: No, it couldn't have been.

Mr. Moses: We think we are entitled to prove it.

Mr. Allen: It is not admissible in any court in the world under the rules of evidence.

Judge Sinks: What he just wants to ask is if he talked to other people, just like they went into with a number of other witnesses.

Mr. Allen: They went into that, but it is hearsay.

Mr. Moses: We want to prove what this witness here did in that respect.

Judge Sinks: Go ahead and ask what other people did that he knew about.

Q. Go ahead, Mr. Jackson.

A. Yes, I talked to a great many people, and I told them what I had done and asked them to do the same thing.

Q. State whether or not others did transmit their checks, either through you or some other agency, to the Land Commissioner?

A. Well, I have seen some of the checks that were returned, but not all of them.

Q. Now, to get at it in a shorthand way, I will ask you if it was not true that in that section of the State where your neighbors live, and where these checks were received, if it was not a matter of common knowledge that these checks were being endorsed to J. T. Robison for his own use and benefit?

A. Yes, sir.

Q. Did you make any other present or gift to the Land Commissioner?

A. Yes, sir.

Q. What was it, and when did it occur?

A. I sent him about $245 somewhere in between December 1 and January 1.

Q. What year?

A. 1926 and 1927.

Q. You mean between December, 1926, and January, 1927?

A. Yes, sir.

Q. What did you do that for; why did you send it?

A. I sent it because I knew he needed it. I knew that he was in bad shape financially and was sick, and had lost a daughter, and that it was due him for

the people to help him, as his salary was small and the Legislature couldn't act on raising his salary until it was put before the people.

Q. Now, at the time you sent this $245, to make it plain, had all this land been reappraised and the value fixed by the Land Commissioner?

A. Yes, sir; nearly a year had elapsed.

Q. Do you know the circumstance, while Mr. Robison was out in the field appraising this land, of the sudden death of one of his daughters here in Austin?

A. Yes, sir.

Q. You learned, also, the fact that he had a very serious operation at San Antonio, did you not?

A. Yes, sir; I knew all about it. He started in first, was taken at Del Rio; that is, they tried to do something with him out there, and they had no hospital, and he was removed to San Antonio, and there had an operation.

Q. Now, do you know of any other person than yourself who sent Mr. Robison, or contributed any money to Mr. Robison, other than their checks for the refund; and if so, state who they were?

A. Well, Mr. Bogle, Mr. Hendrix, Light and Jones, and Lee Bivins.

Q. Lee Bivins; he lived at Amarillo?

A. Yes, sir.

Q. Do you know whether or not Mr. Bivins took advanatge of this act and had any of his own land reappraised?

A. I don't think so. I am pretty sure he did not.

Q. So if that was true, any contribution Mr. Bivins made was not occasioned as a reward for reappraisal of any of his land?

A. No.

Q. Now, any of those parties whose names you have called, I will ask you if it is true, these parties who made donations to Commissioner Robbins, I will ask you if it is not true that all of their lands had previously been appraised and the values fixed before those gifts were made?

A. Yes, sir. These gifts I know about were made after March, 1927.

Q. Do you recall where the convention of the Texas and Southwestern Cattle Raisers' Association met in 1927?

A. At El Paso.

Q. State whether or not it is true that the conversations you had with regard to the matter of helping Mr. Robison out financially, if a lot of that didn't occur in El Paso during that convention with the cattlemen who were there assembled?

A. Yes, sir. I will state that I solicited these funds for Mr. Robison at that time.

Q. In soliciting those funds, were you doing that of your own initiative, or was it in response to a suggestion made by Commissioner Robison?

A. It was my own initiative altogether. Mr. Robison knew nothing about it, and had said nothing about it.

Q. Have you a letter from Commissioner Robison with regard to the matter of any donations made to him by you written at that time?

A. No, sir; I didn't receive any letter from him.

Q. Did you transmit this money that you gave him through the mail, or did you deliver it to him in person?

A. I delivered most of it to him in person. He was there at the time.

Q. In El Paso during that convention?

A. Yes, sir.

Q. Was that money in checks, or was it in cash?

A. It was in checks.

Q. Was there any effort made by you or any of the other contributors to keep that secret from the public?

A. No, sir.

Q. Mr. Jackson, it has been testified to by several people that during the session of the Legislature that enacted this relief act in 1925 that the general discussion was that the purpose of the act was to help that situation and lower the values on the school land. Is that true?

A. Yes, sir, that was our understanding.

Q. Well, did you hear such discussions as that in the committee rooms, upon the floor of either of the legislative bodies, or in connection with the passage of this act?

A. I don't remember that I was ever in a committee on this, or heard it discussed on the floor, but it was discussed among the people of West Texas and, of course, that is what we expected. It would not have been a relief act if it had not been.

Q. Were you in Austin during the Special Session of the Legislature in 1926 when the relief act was changed, providing that the residue of the fund, after the reappraisement had all taken place, should be returned to the contributors of that fund, the land owners, and not paid into the State Treasury; were you here?

A. Yes, sir. I received a message from Mr. Hunter, and also one from

Senator Berkley, to come to Austin at once.

Q. Senator Berkley is now, and was then, your Senator?

A. Yes, sir.

Q. Representing the district running from El Paso to Del Rio?

A. Yes, sir.

Q. Is that true?

A. Yes, sir. I was advised to go before Mrs. Ferguson and got this amendment to the act submitted to the Special Session of the Legislature.

Q. That is, the amendment changing the place of payment of the residue of this fund?

A. Changing the—

Q. In other words, instead of paying it into the State Treasury, it would be paid to the land owner who had originally contributed?

A. Yes, paid back to the land owners, the overplus of the one-cent-per-acre.

Q Did you go to see the then Governor of Texas with regard to this matter?

A. Yes, sir.

Q. Who went with you, if anyone?

A. No one went with me. I went by myself.

Q. Was J. T. Robison, the Land Commissioner, there?

A. No, sir.

Q. Did you hear any suggestion from him, or hear of him making any suggestion, to the effect, of Mr. Robison making any suggestion to the effect that the law should be changed so that the money would be remitted by him to the land owner?

A. No, sir. I never heard Mr. Robison talk about it at all. I asked the Governor if she would submit it, and they advised me to send my Senator. She said she would, and to send my Senator down there, and I did.

Q. Did you communicate that request to Senator Berkley?

A. I did.

Q. And did he go to see Mrs. Ferguson in regard to it?

A. He did.

Q. State if you know who offered or who introduced the amendatory act?

A. Well, I am sure Senator Berkley did in the Stnate.

Q. Do you now recall who introduced it in the House, if it was so introduced in the House?

A. No, sir, I do not. I suppose it was Mr. Webb.

Q. Was Mr. Henry Webb then the Representative, as he is now, of a large portion of that country?

A. Yes, sir.

Q. Mr. Jackson, have you ever held any official position in Texas, or political position?

A. Yes, I am county chairman now of Brewster county. I was at one time State Executive Committeeman.

Q. And that is of the Democratic party?

A. Democratic party. And I hold a certificate from Woodrow Wilson commending me for what I have done for the Democratic party during his administration.

Q. You are a member of the Texas and Southwestern Cattle Raisers' Association?

A. Yes, sir.

Q. How long have you been such a member?

A. Thirty years.

Q. You were president of that association?

A. From 1913 to 1916 I was president of that association.

Q. And as ex-president of the association you are a member of the executive committee?

A. Yes, sir.

Q. Were you a member of it for several years, before your elevation to the presidency?

A. I have been a member of the committee for twenty-nine years.

Q Were you ever a member of the board having to do with the Sul Ross Normal School?

A. I was a member of the Board of Regents for a few months, but never participated in a meeting. I was appointed both by Governor Ferguson and Governor Moody.

Q. That school is really your pet hobby, is it not, and you had a great deal to do with its organization?

Mr. Allen: We object.

Mr. Moses: All right.

Q. Mr. Jackson, in reappraising your land and the land belonging to Jackson and Harmon, were the values left stationary, or were they lowered, or were they raised, on your own land?

Mr. Allen: We object. He has been all over it, and said they were lowered.

Mr. Moses: No.

A. They were lowered.

Q. Do you know of any instance where the values were raised?

A. Yes, sir.

Q What lands were those?

A. About fifty sections of the Love land in Presidio county, T. C. Mitchell's

land in Presidio county, and S. P. Skinner's land in Brewster county.

Q. Approximately how many sections, more or less, on which the values were raised?

A. Well, on the Love land there was fifty sections.

Q. What was the increase?

A. Increased from $1.50 to $2 per acre, and some went as high as from $1.50 to $3 per acre.

Q. How many sections in all?

A. I don't know. I didn't figure them up. That was the largest number that has been raised.

Mr. Moses: Thank you.

Cross-Examination.

(By Mr. Allen):

Q. Now, Mr. Jackson, when the Reappraisement Act of 1925 was passed by this body, you owned how much land in the west individually, in Texas?

A. I can't recall just how much.

Q. Approximately?

A. Approximately at that time I think it was in the neighborhood of 80,000 acres.

Q. Now, was that individual ownership?

A. No, individual and partnership.

Q. In other words, you and your partners collectively owned about 80,000 acres?

A. Yes, sir.

Q. What per cent of that land belonged to you?

A. I think I had at that time about 10,000 acres individually.

Q. You mean you owned individually 10,000 acres that your partner had no interest in?

A. Yes, sir.

Q. Now, individually you owned that number of acres that your partner had no interest in; and then what interest did you own in the other 70,000 acres of partnership land?

A. Half interest.

Q. Then you owned a partnership interest of about 35,000 acres, and individual tracts amounting to 10,000 acres, making about 45,000 acres of land that you owned in Texas?

A. Yes, sir.

Q. Under the Reappraisement Act, what per cent of that land did you call upon the Land Commissioner to reappraise?

A. I stated that, 21,780 acres, I think.

Q. To be accurate, you called upon him to reappraise 21,780 acres of land?

A. Yes, sir.

Q. That is what the record here shows?

A. Yes, sir.

Q. 21,780 acres of land?

A. Yes, sir.

Q. That you called upon him to reappraise?

A. Yes, sir.

Q. Now, when the Land Commissioner of Texas was called upon by you to reappraise your land, you sent along one cent per acre, amounting to $217.86, as part of the fund to bear the expense of reappraisement provided for by the 1925 Reappraisement Act, didn't you?

A. Yes, sir.

Q. And subsequent to that time—in 1925, the Land Commissioner reappraised your land, didn't he?

A. Yes, sir.

Q. And under that appraisement, the value of your land, as appraised, was reduced $25,394, wasn't it, according to the books over here in the Land Commissioner's office?

A. Probably so.

Q. Well, approximately you know those figures are correct?

A. Yes, sir.

Q. That the reappraisement reduced your indebtedness to the State of Texas and the School Fund of this State in approximately the sum of $25,394?

A. Yes, mine and the partnership land, too.

Q. Yes. No, I am talking now on the 21,786 acres that were reappraised?

A. That was partnership land and individual, too.

Q. Well, about how much of that 10,000 acres was individual?

A. Well, not much, practically not over—

Q. Well, you owned 10,000 acres. Now, how much of your individual 10,000 acres did you have reappraised?

A. Oh, probably 5,000 acres, something like that.

Q. Yes, all right. Then you stated, the pro rata part of that—of the reduction was on the 5,000, and then told me the balance of that was a partnership—is that right?

A. Yes.

Q. So that more than one-half of the total amount would have been 17,500 some odd, you owned one-half and 5,000 individually; so you must have saved individually possibly twenty thousand odd dollars on your individual land. That is true, isn't it?

A. Yes, sir.

Q. And that was done in your behalf by Mr. Robison here, the respond-

ent, in reappraising your lands; and you believed that was a just reappraisement—that is right?

A. Yes, sir.

Q. And it resulted in saving to you on your indebtedness of approximately that sum of $20,000?

A. Yes, sir.

Q. Now, it was subsequent to the time that Mr. Robison reappraised your lands that you made these gifts to him—that is true, isn't it?

A. How is that?

Q. It was subsequent—you have testified in answer to my friend's question, that it was subsequent to the time that Mr. Robison, the Land Commissioner, made these appraisements, that you made these gifts to him—that is right, isn't it?

A. It was afterwards, yes.

Q. Yes, it was afterwards. And, as you have stated, you had benefited from those associations, you had been with him in the passage of these laws, and you felt kindly to him, and he had sickness and his family had sickness, and you knew he needed money, and you sent him money?

A. I don't think I answered that. I had been with him in the passage of these laws.

Q. I mean in consultation with him from time to time?

A. I didn't answer that.

Q. Well, all right. We will eliminate that. It was subsequent to the time the lands were reappraised by him in person that you made these gifts and donations to him, that is true, isn't it?

A. Yes, sir.

Q. Now, you say that you individually gave him how much money? Was the $245 that you gave him an individual donation?

A. No, it wasn't; some of that was sent me by other parties.

Q. How many of you joined in the donation of that $245 gift?

A. Three that I remember of.

Q. Three of them? Now, then, at the convention in El Paso you say you had this matter up with the cattlemen there who were likewise benefited in the reappraisement, and I understand you to say that there you succeeded in raising other moneys that were donated?

A. I didn't say that the men were benefited by it, I said that those—

Q. Well, men whose lands had been reappraised, whether they were benefited or not?

A. No, not all of them.

Q. All right, cattlemen who lived in the West?

A. Yes, sir.

Q. And operated in the West—you raised donations to what extent there in El Paso, in addition, now, to this $245, what additional sums were donated, do you know?

A. Well, I couldn't say that.

Q. Kindly approximate it as nearly as you can?

A. Well, I would think about $500, approximately.

Q. Who delivered that money after you succeeded in raising it, who delivered that money to Mr. Robison?

A. Well, part of it I delivered to him myself; and part of it the other men.

Q. All right. As nearly as you can, state how much of that did you deliver to Mr. Robison in person?

A. I think about $300.

Q. Well, you have on two occasions delivered him donations of money, one time being $245 that you and three others contributed, and at another time something like $300, that was raised in El Paso and contributed by different cattlemen in the West?

A. Yes, sir.

Q. Is that right? In other words, you, then, individually, have delivered to him, as nearly as you can state, in cash, since these reappraisements, you have delivered him something in the neighborhood of $545 in person?

A. Yes.

Q. Yes. Now, at the time Judge Hunter raised the sum of $2250 for the purpose of paying off a debt on the Land Commissioner's home, did you participate and lend your aid in that transaction?

Mr. Smith: Just a moment, Judge Allen. That was Judge Halley, instead of Judge Hunter—just to keep the record straight.

Mr. Allen: I beg your pardon, I meant Judge Halley.

A. No, I did not.

Q. You did not assist him in that?

A. No, sir.

Q. Did you contribute to that fund?

A. No.

Q. You did not? Now, the only other contribution, then—you did make one other contribution to him, didn't you, and that was when you received a check as rebate on this one cent per acre rebate fund?

A. Yes, sir.

Q. For your part of the rebate, and you delivered that check, or mailed it, back to the Commissioner and made him a present of that?

A. Yes, sir.

Q. All right. Now, the total amount of the check that was coming to you would have been about one-third of the—

A. I can give you the exact amount.

Q. If you will, please?

A. The Jackson & Harmon check was $49.02.

Q. That was Jackson?

A. The J. D. Jackson check was $16 and something.

Q. The whole thing, then, was in the neighborhood of $165, that donation?

A. Yes, sir.

Q. And that was delivered to him by return of a check drawn on this Texas Bank & Trust Company, and was a check issued by him, and represented that amount in cash?

A. Yes.

Q. So that, adding the $165 and something to the $545 that you had previously donated, you in all have given to Mr. Robison—you and your partner, your firm, something over $600 in cash since the reappraisement of the land, that is true, isn't it?

A. And my friends together, yes, sir.

Q. I mean, you delivered the money to him?

A. Yes, sir.

Q. I am talking about the money that you delivered?

A. Yes—yes.

Q. Did you participate in or contribute to—did you contribute, I am just asking you to be sure about it—in your direct examination, in talking to or answering my friend's question, you stated that his salary was small and that you knew it could not be increased until the matter was submitted to the people. You knew that the Constitution of this State fixes the salary, didn't you?

A. Yes.

Q. And you knew that at the time he was elected and qualified to this office, that the sum he was to receive for his services as Land Commissioner was fixed by the fundamental law of this State, as well as embodied in the statutes of this State, didn't you?

A. Yes.

Q. At this time you own this land you have told us about, you and your partner, 10,000 acres individually, that you own, and one-half of about 70,000 more you own at this time?

A. No, I don't own that much now.

Q. Well, all right. How much do you own of that now? You own the 10,000 acres now, did you say?

A. Yes. We own about—in all about 65,000 acres.

Q. All right.

A. About 65,000 acres.

Q. Ten thousand of which belong to you individually?

A. Yes, sir.

Q. All right?

A. A little more than that now.

Q. All right. Then you own a little more than 10,000 acres individually?

A. Yes, sir.

Q. And then you own one-half of the other 50,000 acres, which would be 35,000 acres interest you have in that land, that is true, isn't it?

A. Yes.

Q. How many of the land owners or the people, the value of whose lands under the Reappraisement Act was increased, donated their checks—refund checks, to the Commissioner, do you know? How many that you know of?

A. Well, all of those I spoke of.

Q. Well, you haven't named any whose values were increased, have you?

A. Yes.

Q. You have mentioned some of the men whose lands were increased. Did they all return the checks to him?

A. Yes, sir.

Q. They were some of the men you were talking about returning checks, is that the idea?

A. No. I saw the checks in the Land Office.

Q. You know that hundreds of letters have gone to those land owners from the Commissioner of the General Land Office, signed by him, some as late as May 27, 1929, just a few weeks ago, in which he used this language—

Senator Price: If the Court please, we object to the interrogation of the witness about this letter sent out recently, because the letter is already in the record and speaks for itself, and as far as this witness is concerned, it is immaterial to ask him about that.

Mr. Allen: The question goes beyond that. I asked him if he did not notice the letter mailed out to many of those land owners—

Senator Price: That is, Judge Allen, irrelevant and immaterial.

Mr. Allen: We think it is a vital matter.

Senator Price: Because the letter itself is already in the record.

A. I will answer that question; I do not know.

Q. You do not know of your own knowledge about that?

A. No, sir.

Q. Now, you said at the time you

made this donation of $245, you thought it was late in 1926, I believe you said in December, 1926, didn't you, that you made that donation of that $245?

A. Yes, that is to the best of my recollection.

Q. Yes, I am asking you; and then I asked you to fix the time as near as you could, and my recollection is you put it about December, 1926?

A. Yes, sir—March, 1927.

Q. Now, that spell of sickness that the Commissioner had in San Antonio was way back there in the summer of 1925, wasn't it in the summer of 1925, don't you know? Don't you know he had that sickness in San Antonio, became convalescent, and came home here about the middle of October, 1925, went on out West again in his car and resumed his work of reappraising these lands in October, 1925?

A. Well, I don't remember the date he was sick, though.

Q. All right. If he had had his sickness and had recovered from that sickness, and had resumed his work, and had gone on to the West, reappraising these lands, according to his own testimony, in October of 1926, then it was actually over a year after that that you donated this $245 to him, wasn't it?

A. Yes, sir.

Q. All right.

Mr. Moses: I call counsel's attention to the fact, which he probably overlooked, that the witness said he had also learned of the sudden death of his daughter.

Mr. Allen: Yes, I heard that—I heard that.

Q. Are there any other officers here who have the same pay who have had misfortune, sickness or death in their families, to whom you have contributed any fund?

Mr. Moses: We object to that as irrelevant and immaterial to any issue in this case at all.

Mr. Allen: All right, if you object to it we will withdraw it and go on.

Q. Anyway, if he had gotten well in October, 1925, and left his home and gone back to the West and resumed the reappraisement, according to his own testimony—then that spell of sickness a year and two months before that would not have been a moving cause as far as concerned at that time the giving of this particular $245, would it?

A. Well, in the way of reimbursing him for those expenses that he had had in this spell of sickness—we knew he had them, and we knew it had cost him hundreds of dollars to get out of it.

Q. Well, did you know that he had paid all the costs of that sickness—his personal sickness—by checks drawn to various parties on this trust fund that was in his hands at that time—did you know that?

A. No, I didn't know anything about that.

Q. If he had paid it out of the trust fund, then it—

Mr. Moses: We object to that as speculative. The witness said he knows nothing about it.

Judge Sinks: I sustain the objection.

Mr. Allen: That is all, gentlemen.

(Witness excused.)

Senator Price: We would like to have Dr. Joe Wooten called, if you please.

Mr. Baldwin, of Waco: Mr. Speaker, I move you that the Committee rise and report progress and recess until 10 o'clock Saturday morning.

Senator Price: Mr. Speaker, will Mr. Baldwin yield to a question?

The Speaker: Yes, sir.

Senator Price: Mr. Baldwin, will you withdraw that until we can get Dr. Wooten on the stand? It won't be very long, and he is a physician.

Mr. Baldwin: I will be glad to.

Mr. Moses: And, Mr. Speaker, if you please, and I will state to Mr. Baldwin, we have been having this investigation here, I don't think I have seen you before during this hearing—we have some witnesses here from a great distance, one of them is an officer of the court, county judge, we would like, if the House will be generous with us, bear with us, to examine these witnesses and let them go home.

(Mr. Baldwin's motion did not prevail.)

Whereupon, the respondent called Dr. Joe Wooten, who was sworn by the Speaker, and who testified as follows:

Direct Examination.

(By Senator Price):

Q. Doctor, state your name, please?

A. Dr. Joe S. Wooten.

Q. Where do you live, Dr. Wooten?

A. Austin, Texas.

Q. How long have you lived here in Austin, Doctor?

A. Since 1876.

Q. What is your profession or vocation?

A. Physician and surgeon.

Q. How long have you been a physician and surgeon?

A. I have been in active practice since 1895.

Q. Have you engaged in the practice here in Austin ever since that time?

A. Yes, sir, exclusively.

Q. Are you a graduate of any medical school?

A. Yes, sir.

Q. Name the school, Doctor?

A. I am a graduate of the College of Physicians and Surgeons, Columbia University, New York.

Q. Now, have you engaged actively both in the practice of general medicine and also surgery, haven't you?

A. Yes, sir.

(The proceedings were here interrupted by a messenger from the Senate; and were immediately resumed as follows):

Q. Now, Doctor, do you know the Land Commissioner, J. T. Robison?

A. Yes, sir, quite well.

Q. How long have you known him?

A. As far back as I can remember.

Q. Since you were about six or seven years old, haven't you?

A. Yes, sir.

Q. Are you his family physician.

A. Yes, sir. I inherited Mr. Robison.

Q. Inherited him from your father?

A. From my father's practice, yes, sir.

Q. He was a patient of your father in his life-time, and then on the death of your father, why, he became your patient?

A. Yes, sir.

Q. You inherited him?

A. Yes, sir.

Q. What was your father's name, Doctor?

A. Thomas D. Wooten.

Q. How long had he practiced here in Austin?

A. He moved here in '76 from Paris, Texas.

Q. And how long did he practice here, up until what time?

A. He died in 1906.

Q. Have you had occasion at various times to attend Mr. Robison in cases of sickness?

A. Yes, sir, both himself and his family and children.

Q. Doctor, do you recall the time that Mr. Robison was operated on, in June or July, 1925?

A. Yes, sir, I think it was the latter part of August. I received a long distance phone to meet Mr. Robison in San Antonio, that his condition was such that he could not be brought to Austin. I left Austin about 10 o'clock at night, and was in consultation with Dr. Venable, of San Antonio, until about 2 that morning.

Q. What time did you get to San Antonio?

A. Along about 2 o'clock.

Q. In the morning?

A. Yes, sir.

Q. Now, what physicians or surgeons were there, attending Mr. Robison?

A. Dr. Venable was the consulting chief, in charge of the case.

Q. Was the son of Mr. Robison—Dr. J. M. Robison—there?

A. Yes, sir.

Q. Now, was there another doctor?

A. Well, that I can't recall.

Q. Dr. Cox?

A. He may have been, but I don't recall him.

Q. Now, Doctor, at that time, was Mr. Robison under your care?

A. He had been up until the time he left here on that trip.

Q. On what trip?

A. A trip somewhere in West Texas.

Q. I will ask you whether you had Mr. Robison at that time on a diet?

A. Yes, sir. He had chronic stomach trouble for years, and was subject to attacks that we thought was gall bladder trouble, and diet was a very important part of his treatment.

Q. Now, what was the matter, what was the trouble with Mr. Robison there at San Antonio, what condition, I mean, did you find?

A. I found him in a very critical condition, so much so that at the time we thought it advisable to delay the operation, in hopes that he would come out of the shock he was in. The diagnosis was made of chronic gall bladder trouble in view of his past history; the subsequent symptoms getting worse, an emergency operation was performed later on in the morning, and it turned out to be an abscess of the pancreas, and not gall bladder. It necessitated drainage.

Q. Now, Doctor, which one of the physicians—or, rather, surgeons—actually performed the operation?

A. Dr. Venable.

Q. Were you present?

A. No, sir. I had left, and not thinking that they would probably operate until later on in the day. But his condition grew worse and an imperative operation was done about 6 o'clock in the morning.

Q. And you say the actual operation revealed an abscess of the pancreatic

glands—or pancreas. I believe you called it?

A. Yes, sir, pancreas.

Q. And an incision was made and drainage tubes inserted, were they not?

A. Yes, sir, which were kept there for about twenty-one days.

Q. How long was he in the hospital at San Antonio?

A. Well, I can't say accurately, to the best of my recollection, about four weeks.

Q. Then, when he returned to Austin, did you continue to—

A. I took charge of the case.

Q. —to wait on him?

A. Yes, sir.

Q. Now, Doctor, did you know at that time that Mr. Robison had been off in West Texas, reappraising these lands?

A. I didn't know what he was gone for, I knew he was frequently out of the city, and that I had a great deal of trouble getting him to conform to certain rules and regulations relative to his diet, on account of these trips.

Q. In other words, these trips, then, were interfering with the treatment you were giving him?

A. Very seriously so.

Q. Very seriously so? Why?

A. Because in traveling he was not able to carry out any certain diet, he had to eat whatever he could get.

A. You were demanding that he eat just certain particular foods?

A. Yes, sir.

Q. But you knew, as a physician, that out in West Texas there would come times when he couldn't get those foods prepared in the way you wanted them prepared?

A. Yes, sir.

Q. Now, then, Doctor, with your knowledge of the body and the health and the habits and the nature of Mr. Robison, I want to ask you, in your opinion, was there any causal connection between those trips that he was making out in West Texas and the fact of his illness—that pancreatic trouble?

A. In the fact that he wasn't able to observe any certain rules of health or diet, or care for himself, in that way it contributed to his eventual sickness.

Q. In other words, you think that the hardship and exposures and kind of food he was eating out there helped to bring on that critical condition?

A. Unquestionably so.

Q. How long, Doctor, did you wait on Mr. Robison after he returned to Austin?

A. Off and on—off and on up until about three months ago. I haven't seen him in the last three or four months.

Q. Would you say that he is a patient that is pretty hard to control?

A. Yes, sir—even when he is at home.

Q. Well, why is that? He is a man rather extraordinary energetic, isn't he?

A. That is the trouble, he has got more energy than he has got physical strength, and lets his business interfere with his health.

Q. How is that, now?

A. He has got more energy than he has physical strength, and lets his personal business—or public business, interfere with his personal health.

Q. You mean, then, he would let, as I understand you, he would let his public duties as a public official interfere with his health?

A. Yes, sir, neglecting himself on account of his duties.

Q. I will ask you, Doctor, if you have ever known any official in the State of Texas that has been as energetic and as devoted to his duties as Mr. Robison?

Mr. Allen: We object to that. Don't answer, Doctor.

Judge Freeman: We object to that as immaterial—comparison with another person.

Senator Price: All right.

Q. Now, then, Doctor Wooten, it has been part of the testimony that has been put in here, suggesting that Commissioner J. T. Robison is addicted to the dope habit. I want to ask you—

Mr. Allen: Just one moment. We are not making any such contention as that, and I don't recall that we have. You gentlemen had a witness here on the witness stand who testified that—I don't remember who the witness was—something about morphine; but we make no such contention as that—haven't done it and don't do it now.

Senator Price: Well, I know, but it is in the record there, and we can show it to you.

Mr. Moses: It is not only in the record, but it has been circulated all over this State and among the members of this House.

Judge Sinks: All right.

Q. Now, Dr. Wooten, suppose—

Mr. Allen: Just one moment, Senator. I recall now about that. That crept into this record, Judge Sinks, in this way: You will recall we offered in evidence certain portions of the testimony given by Mr. Robison himself before the Investigating Committee, and

we introduced that portion in which he went on to say that many years ago he had these attacks, and it necessitated his using morphine, and that he always carried morphine with him in order that he might have it in the event one of these attacks did come upon him; and then in just a few questions later, he stated that he hadn't used morphine for many years, and we introduced that from this record, and we made no contention to the contrary and don't make any now—his own testimony, wherein he told about the morphine, and stated that he used it, but that he had not used it for many, many years. Since I have made that clear, how that crept into the record, and what he said, just to show that he is not addicted to morphine, we will make no further objection to it if you will just confine it to that point.

Senator Price: I understand, Judge, but here is the trouble. This is not an ordinary case. The fact that Judge Allen might here concede something, and after the members' minds being poisoned, does us no good.

Mr. Allen: I am willing for you to ask the question. Go ahead and ask the question.

Senator Price: Yes—all right.

Q. Now, Doctor, you have intimately known Commissioner Robison since the year 1876, I believe you stated?

A. 1895, as a physician.

Q. I mean as a physician. Now, then, what is meant by a person is a dope addict?

A. It means a man who commences to use a narcotic or drug, and whose continual use of it leads from day to day to increase in larger doses, ultimately to his mental and physical breakdown.

Q. Yes?

A. That he cannot resist the constant increasing of the doses, nor can overcome the bad effects upon his mental, nervous and physical health.

Q. Now, then, the fact that a person has a physician giving him morphine at a time of distress or an acute physical condition, of course, that doesn't mean that a person like that is a dope addict, does it?

A. Not in any sense.

Q. The great majority of adults have at some time or other in their lives had some opiate or derivative, some opiate derivative administered to him by a physician?

A. Yes, sir.

Q. Now, Doctor, are there any physical, or, you might say, objective symptoms that could be seen with the eye which reflect the dope addict?

A. A narcotic addict, yes, sir.

Q. What are some of those symptoms?

A. A high degree of nervousness, mental confusion, loss of weight, loss of appetite, mental impairment, inability to pursue the ordinary course of business duties each day, and, eventually, symptoms very much like delirium tremens, especially strengthened where you you cannot get the necessary dose of the narcotic.

Q. As a matter of fact, Doctor, with your experience, can't you look at a man who is a dope addict and just pick him out, like that?

A. Well, we can strongly suspicion, but we can't do quite that accurate diagnosis; but we can strongly suspicion, and if we are in any ways connected with him at all we can very readily determine it.

Q. Well, then, I will ask you, from your knowledge and experience of the facts in this matter, your knowledge and experience of Mr. Robison, and your experience as a physician, is he or is he not addicted to the use of dope of any kind?

A. He has absolutely presented none of the symptoms of a drug addict.

Q. And you say that if he were a habitual user of it, why, you would have known it as a physician?

A. My association with him and my experience would have led me unquestionably to determine that he was, but there are no symptoms in his case whatsoever to make me even suspicious of it.

Q. Yes, sir. Now, Doctor, I believe you stated that you met young Dr. J. M. Robison there in San Antonio?

A. Yes, sir.

Q. Did he take any part in the diagnosis of the case?

A. No, sir. He is a specialist in the eye, ear, nose and throat. While he has been a general practitioner, he didn't take any active part in the diagnosis, but was interested mainly on the basis of being his son.

Q. Doctor, how much money did you get as a fee for your services, from Mr. Robison, when you went to San Antonio?

A. Mr. Robison handed me a check for $300 that night. That did not mean that I charged him $300. He knew that he was in debt to me. Not knowing how much I would charge for the trip, or how much he owed me, he handed me a check for $300. Of that $300, $200

was applied to the bill, and I charged him $100 for the trip over there.

Q. I see. Now, Doctor, with reference to this operation for that abscess—after he got back to Austin, did you endeavor to dissuade him from making these long trips, and try to keep him more or less quiet pending convalescence or his recovery?

A. Yes, sir. For a while I was able to keep him off the road, but it wasn't long before he came in from one of these trips and got in the condition that became more or less apprehensive; and at that time I had a series of X-ray pictures made of him, for fear some complication had arisen; and we came to the conclusion that his condition was one as the result of miscellaneous and irregular habits of life and eating, and I put him back on a diet and treatment again, and he immediately improved. But it has been at least three or four months since Mr. Robison has consulted me in regard to his condition.

Q. He has not consulted you in regard to his condition for three or four months?

A. No, sir.

Q. To go back a little bit, Dr. Wooten—what effect do you think it would have on a man like Mr. Robison, in the condition he was, what effect would he have by jolting over 72,000 miles of West Texas country, in, say, a small car—Ford car—what effect would that likely have on him in his condition?

A. It would be injurious to him.

Q. And would it have any effect directly on that particular trouble he was suffering with?

A. In a general way.

Q. It would at least aggravate it, wouldn't it, Doctor?

A. Yes, sir.

Q. I believe that is all, Doctor.

Cross-Examination.

(By Mr. Allen):

Q. Doctor, I wish to ask you just a few questions, please, sir?

A. Yes, sir.

Q. The check that was given you, that you speak of, by the respondent in this case, was dated 8-31-1925, drawn on the Texas Bank & Trust Company, and reads, "Pay to the order of Dr. J. S. Wooten, $300.00" in figures, and then "Three Hundred Dollars," in letters, signed "J. T. Robison, Special." Now, that is the check, dated August 31, 1925, that you received at the time you made this trip, and that you have referred to in answer to questions of counsel?

A. Yes, sir.

Q. Yes, sir. That check was received by and went—either was presented to the bank or went through the usual course of deposit and was paid by that bank to you?

A. Yes, sir.

Q. Now, the check being dated 8-31—that is, August 31st—1925, would that indicate to your mind about when he was taken ill, so that counsel and the members of the committee will know about it?

A. Well, it was about, my recollection, the last of August, 1925, that I was in San Antonio to call on him.

Q. That is what I say, the last day of August?

A. Yes, sir.

Q. Now, was he taken sick afterwards or had he taken sick before?

A. Well, he had taken sick in West Texas. I was called to meet him at the train.

Q. They rushed him to San Antonio, and you were called there to meet him?

A. Yes, sir.

Q. Did you get this check at San Antonio when you were down there?

A. He handed it to me in person, is my recollection.

Q. Yes, sir. So he was taken sick, rushed to San Antonio the latter part of August, and you went to San Antonio to confer with other doctors about his condition?

A. Yes, sir.

Q. You got into San Antonio about what time?

A. About 1 o'clock in the morning.

Q. How long after you reached San Antonio was it before you saw him in the sanatorium, before you received this check?

A. I think about a couple of hours.

Q. He gave you this check when you got to San Antonio?

A. Yes, sir.

Q. It was written in his handwriting?

A. I think so.

Q. And that check was given you after 1 o'clock on the night preceding the operation at 6 o'clock, and you think about two hours after you got there, which would probably make it about half past 2 or 3 o'clock in the morning—

A. That is my recollection.

Q. —that he gave you that check?

A. Yes, sir.

Q. Doctor, did you have any lands appraised under the Reappraisement Act that was passed by the Legislature in 1925?

A. No, sir.

Q. Did you return—did you receive a letter from—my recollection of the matter I was going to address you about, Doctor, would be addressed to Dr. Goodall Wooten, instead of you.

A. Yes, sir.

Q. Yes, sir. That is all, Doctor.

Thereupon, the respondent called John M. Henderson, who was sworn by the Speaker, and who testified as follows:

Direct Examination.

(By Senator Price):

Q. Mr. Henderson, state your name?

A. My name is J. M. Henderson.

Q. Where do you live?

A. At Daingerfield, in Morris county, Texas.

Q. Is that in Northeast Texas?

A. Yes, sir; it is.

Q. Have you ever held any official position in this State?

A. I have.

Q. What offices have you held?

A. Well, justice of the peace, and then State Senator, member of the House.

Q. You were a member of the House here in 1907?

A. Yes, sir; Thirtieth Legislature.

Q. And then you went to the State Senate what year?

A. In 1914.

Q. From what district?

A. From the First District. I served part of two terms—I went first to the Senate at a special election, succeeding Dr. Oliver, who had resigned; and then I was again elected for the long term.

Q. You were also a member of the Texas Survey Commission, weren't you?

A. Yes, sir; I was appointed a member of the Texas Survey Commission by Governor Moody.

Q. You know Commissioner J. T. Robison, do you not, Mr. Henderson?

A. I do.

Q. How long have you known him?

A. Fifty years or more.

Q. Has your acquaintance or friendship been casual or very intimate?

A. For a long time we were very intimate—perhaps until today, I might say.

Q. Well, did you ever live in the same house where he lived?

A. Yes, sir. I have slept in the same bed with him.

Q. For how long?

A. I don't just remember that.

Q. You were studying law together, weren't you?

A. Well, pretended to practice and study together, yes; we were both—at least, I was—rather young, and Mr. Robison wasn't old at that time.

Q. Well, it was after he was twenty-one years of age, wasn't it?

A. Yes, sir. I think Mr. Robison was some twenty-six or seven years of age.

Q. I will ask you, Mr. Henderson, if during that time J. T. Robison took any morphine or any other derivative of opium?

A. I am quite certain that he did not, sir.

Mr. Allen: Now, just one moment,—

Q. You were in, then, a position to know that, if he did?

Mr. Allen: Pardon me just a moment. Now, Judge Sinks, we are going to object. They have put his family physician on the witness stand, who has been with him for years, and they have proved by him affirmatively and conclusively that J. T. Robison is not an addict to any opiate, and we make no controversy about it, we haven't made any controversy about it at any time, and I believe that this is a waste of time. We just admit right now that he is not a dope addict; and I withdrew my objection, so they could prove the fact, and they have proven by the witness that he was not an addict, and that certainly ought to conclude the matter.

Senator Price: If the court please, it seems to me it is just a little bit unusual. Of course, we appreciate the privilege of being able to defend in this case—probably that is an act of exceedingly great generosity; but, at the same time, Judge Allen here might concede this point, but with the introduction of that testimony, Judge Sinks, it had gone forth to the public in general that Commissioner Robison is addicted to that habit, and it is a bad thing in this case, and at least we have got the right to hear two witnesses on it, one that knew him intimately before he came down here, and then one witness here in Austin.

Judge Sinks: Well, he has already said he didn't, so what is the use of going further?

Senator Price: And, furthermore, we object very much to this attitude of Judge Allen, in which it seems that he not only wants to direct his part of the case, but to tell us the kind of testimony and the amount that we ought to put in. Now, we submit that, in all fairness, we ought to be permitted to prove—this is a grave charge that is by innuendo being made against

this State officer—we think we ought to be permitted to prove it by these two witnesses.

Judge Sinks: Well, go ahead and ask him, if he knows.

Q. Now, during that time that you knew him, did he take any morphine, or anything of that kind?

A. I am quite certain that he did not, sir.

Q. Did you ever hear any such charge up until this came up?

A. I never did.

Q. That is all.

Cross-Examination.

(By Mr. Allen):

Q. I just want to ask him one question: Did you hear, or have you heard of us or anybody else making that charge at any time during the trial here?

A. I don't know where it came from, but I have heard since I have been in Austin that there were such charges being made.

Q. Yes. Well, now, if the only reference to it here was the statement introduced by the Commissioner himself, in which he denied the fact, then we wouldn't be accountable for that, would we?

A. I think not.

Q. That is all.

(Witness excused.)

Thereupon, the respondent called S. M. Halley, who was sworn by the Speaker, and who testified as follows:

Direct Examination.

(By Mr. Smith):

Q. State your name to the Committee.

A. S. M. Halley.

Q. Where do you live, Mr. Halley?

A. I live in Winkler county, West Texas.

Q. How long have you lived in Winkler county?

A. About fifteen years.

Q. Where did you live before then?

A. I have lived about forty years from the Midland country up to Mountain Home, in that vicinity.

Q. That is all out in West Texas?

A. That is all out in West Texas.

Q. What official position, if any, have you held in Winkler county?

A. At first, I was commissioner of Winkler county; and I have been county judge for about eleven years.

Q. Are you county judge now?

A. I am.

Q. Are you a licensed attorney, Judge Halley?

A. No, sir.

Q. What is your business, aside from holding the office of county judge?

A. Well, I was in the stock raising business on a small scale.

Q. Are you now in the stock raising business?

A. No, sir.

Q. Or were you in the stock raising business back in 1925, along in then?

A. Yes, sir.

Q. How long had you been in the stock raising business prior to 1925?

A. Oh, for twenty-five years.

Q. How much land did you own in 1925?

A. Of school lands, I owned 9840 acres.

Q. Was that land reappraised under the reappraisement act?

A. It was.

Q. Was the value of that land lowered?

A. It was.

Q. How much was it lowered, Judge Halley?

A. It was lowered about fifty per cent, it averaged to the State at that time $2, in Winkler county it was put on, most all of it, at $1 an acre.

Q. What did they use that land for?

A. For grazing purposes.

Q. What is its annual worth for grazing purposes, how much an acre annual rental did you get for it?

A. Ten cents an acre.

Q. How many acres would it take to furnish pasture to one cow?

A. From forty to fifty acres.

Q. Have you heard the testimony of many of the witnesses who have testified as to drouth conditions and the deplorable condition with reference to the value of livestock in West Texas?

A. I have.

Q. Was that condition generally true in your section of the State?

A. Yes, sir. Besides that, during that drouth we had money panics in our part of the world.

Q. Was your land reappraised at less than its actual value?

A. Less than its actual value?

Q. Yes, sir.

A. No, sir. I think it was—it is worth a dollar to hold the world together, because that is about all it is fit for; when this land was given to the railroad people, why, the railroad people wouldn't have it, they came up to the sands and they quit there on the east side.

Q. Through your section of the coun-

try, is it occupied largely in large ranches, or are there many small farmers or stock raisers in that section of the country?

A. Well, there are several small ranchers, but not farming of any kind out there.

Q. The land is not suitable for farming at all, is it, Judge Halley?

A. No, sir.

Q. Can it be used for any purpose except grazing purposes?

A. Well, if it can, we haven't found it out yet.

Q. Now, Judge Halley, I want you to tell, briefly and concisely, to this committee the part you took in raising a fund of money for Mr. Robison, and the purpose for which you raised that money, and what you did with it after you had raised that money?

A. Well, I never met Mr. Robison in my life until he was on his first trip, looking over this land, and along in—I think he revalued my land in September, 1925, and in '27 I learned of Mr. Robison's financial circumstances—I learned that from Mr. W. L. Anderson, of Pecos. So I—in the meantime I had come down to Austin, Mr. Walton and I, who lives in the county, and we asked him about his financial condition; he wouldn't talk to us about it, he would evade the question. We brought it up the third time. He says, "Now, I have raised a pretty good crop on my little farm this year, and I have wondered if I could try to find someone to lend me the money to feed this crop to a couple of hundred lambs, and repay them when I sell those lambs?" "Why," I says, "certainly, Mr. Robison, you ought to be able to raise that money, borrow it from some man." So that was all that was said. When I got out of the Land Office I told Mr. Walton that I was going home and I was going to raise this money if I had to rob every peanut stand and soda joint in West Texas to pay or help pay this mortgage off.

Q. Mortgage off of what?

A. Off of his farm, that Mr. Anderson told me was existing. I went to Odessa and raised some money there; I went to Midland, the boys gave me some money there; I went to Pecos, they gave me some money there. I think, if I am correct, I raised $2250. Out of that $2250, I imagine there was something like $300 or $400 that were given me by people that never did own any land. I had a certified check on the Citizens National Bank of Odessa. I came down here to Austin, at the highway meeting, and I went to Mr. Walker and gave him this check; I told him that I wanted him to have this mortgage released and presented to Mr. Robison, and not let him know anything about it until this mortgage was released. What Mr. Walker done with the check, I don't know, but I understand that the mortgage was raised with this $2250.

Q. Mr. Robison did not know anything about this?

A. Not a thing about it. I asked Mr. Walker not to say anything to him about it.

Q. You said nothing to Mr. Robison about doing this before you did it?

A. No, sir, I did not.

Q. Your land had been reappraised some two years before that?

A. Just about. To be exact, one year and eleven months.

Q. Has Mr. Robison, as Land Commissioner, ever shown you any personal or official favors?

A. He might have done me a five-dollar favor—I do not know. It came about like this. In 1911, there was 80 acres of land in my pasture. It was classified as dry grazing land, and I paid cash for it; and sent in five dollars for the patent. Seventeen years after that, I came down here, brought the field notes and went to the Land Office, and Mr. Robison had that seventeen-year-old five dollars waiting for me to get that patent. That might be a favor. Outside of collecting this money, Mr. Robison did not show me any favors whatever. I consider that Mr. Robison did not show me any favors in reappraising my land, because Mr. Robison was obeying what the Legislature told him to do.

Mr. Allen: I object to the witness arguing that matter.

Mr. Smith: Counsel objects to that.

Mr. Smith: Did any of the men who contributed to this fund, of your own personal knowledge, ever receive any official favors from Mr. Robison as Land Commissioner?

A. Please state that question again.

Q. Did any of these men who contributed to this fund, of your own personal knowledge ever receive any official favors from Mr. Robison as Land Commissioner?

A. No, sir.

Q. Can you name some of these men who contributed to that fund?

A. I cannot name all of them. I can name some of them. Jack Cowden, of Midland; John Scarbrough, of Fort

Worth; J. D. Walton, Earn Beard, of Kermit—

Q. Well, those will do. Judge Halley, do you know of any lands in your section of the State that Mr. Robison reappraised at a higher value than the price at which they were originally sold to their owners?

A. I do.

Q. In just a few instances?

A. Just a few instances. Mr. Estes, of Ward county; Mr. Robison raised some of his land from $1 50 to $2.00 per acre. He raised Mr. Aycock's land at Midland one section from $9.00 to $10.00 per acre.

Q. Did you get a refund check from Mr. Robison following your reappraisement of your land?

A. I did.

Q. What did you do with it?

A. I returned it to Mr. Robison last month.

Q. When did you receive that check?

A. It was some time the latter part of last month.

Q. You returned it to him as soon as you received it?

A. Yes, sir. I endorsed it and sent it back to him, as I thought that I had a perfect right to do what I desired to with it. Perhaps, if I had not done that with it, I would have sent it up to Washington to help Mrs. Hoover pay the expense of that tea party for the wife of the nigger Congressman from Illinois.

Q. Judge Halley, these gentlemen whose lands were reappraised, and who, some of them, had their lands reappraised higher and some reduced, did any of those people who had their lands reappraised at higher prices return these refund checks to Mr. Robison, or not?

A. I know that Mr. Aycock did, but I cannot say about Mr. Estes.

Q. These people returned their refund checks to Mr. Robison, paying no attention to whether the Land Commissioner had raised or lowered their lands in the reappraisement he had made of their lands?

A. It was true of Mr. Aycock.

Cross-Examination.

(By Mr. Allen):

Judge Halley, you advised that this sum of $2250 was raised by you and turned over to Mr. Walker, the Chief Clerk in the Land Commissioner's office, to pay off that mortgage. About how many months was that after your land had been reappraised?

A. A year and eleven months, to be exact.

Q. You had about 9000 acres reappraised?

A. Yes, sir.

Q. You had originally bought it at how much per acre?

A. You mean the figures at which it was originally sold, or what was owing to the State. My cost from the State was $2.00 per acre—that was what was due the State.

Q. Then you originally owed the State on that land $18,000?

A. Something like that amount.

Q. Under the reappraisement made by Mr. Robison then, it was reappraised at $1.00 per acre.

A. Yes, sir.

Q. Now then, you said that the reduction was made by the Legislature. Do not you know that the reappraisement act made Mr. Robison, the Land Commissioner, the sole appraiser and that the Legislature, trusting in him to use his judgment and discretion in making these appraisements—the reappraisements, left that whole matter to his judgment and discretion?

A. Yes, sir, but it was left to his discretion and judgment, as I understand it, whether the price should be raised or lowered.

Q. And the Legislature simply gave him, as Land Commissioner of this State, the authority to reappraise this land, but it was J. T Robison, and it was not the Legislature, that said what the reappraised price should be?

A. They gave him that authority.

Q. They gave him the authority, and it was his duty to use his judgment and discretion in fixing the reappraised value of the land, and not the members of the Legislature?

A. Well, he used good judgment.

Q. I say it was left to him, and it was him, and not the Legislature that was to fix the price on that land?

A. Yes, sir. Mr. Robison fixed the price in the reappraisal of those lands.

Q. He reappraised your land at $1 per acre?

A. Yes, sir.

Q. Then you saved, by reason of his reappraisal, as far as your debt to the State was concerned, in the neighborhood of approximately $9,000?

A. That is true.

Q. And it reduced the school land—the school fund of this State, as a consequence, the difference between what you originally contracted to pay for this land, and the amount at which it was reappraised?

A. It did not.

Mr. Price: In order that we may know and be able to know just what to face in this matter, do we understand that it is going to be your contention that the exercise of the Land Commissioner's discretion and judgment in the reappraisal of this land, that charges are going to be laid to the Land Commissioner for losses sustained to the school fund by reason of the reappraisal of this land at a lower figure than that at which they were originally sold?

Mr. Allen: Now, as counsel has asked, that in the reappraisement of those lands that J. T. Robison was acting as the agent of the State of Texas, and made so by the acts of this Legislature, and he was acting as a public official, and one of the chief executives of the State, and in his official capacity, and at the same time, he received these gifts, and at the time that he received these gratuities, he still held that position, and it was a gross act of misconduct on his part to receive gifts and gratuities from men whose land he had reappraised as such official. Regardless of whether the land was reappraised at a higher or lower figure than that at which it was originally sold, the fact that he received and accepted gifts and gratuities from men whose lands he had reappraised was a gross act of misconduct in his dealings with those people.

Mr. Allen: Do you remember when, about when your land was forfeited for non-payment of interest—do you remember about when you forfeited your land?

A. I do not remember just when it was that I forfeited my land. I do not remember the exact date. It was in time to get my land reappraised.

Q. Now, with reference to 1925—about how long?

A. It was in time to get my land reappraised.

Q. In other words, after the act was passed, you forfeited your land, failed to pay the interest on it, in order to get the benefit of the reappraisement act?

A. Yes, sir, I could not pay the interest.

Q. And later was purchased, after it was reappraised, by Mr. Robison, was repurchased by you, for considerably less than the price at which you had originally purchased it?

A. Yes, sir. I could not pay the interest—I was busted.

Q. Now, your indebtedness to the State, as you say, was reduced about $9000, due to the judgment used by the Land Commissioner, Mr. Robison, in reappraisement of your land?

A. Yes, sir.

Q. Now, these other gentlemen, these gentlemen who contributed to this $2250 to pay off that mortgage on the Land Commissioner's place, was reduced, their indebtedness was reduced a corresponding amount?

A. I suppose so.

Q. And it was those men who made that contribution, who had been benefited by Mr. Robison's action, by his official judgment and discretion in reappraising this land, who made the contribution—is that not true?

A. Well, in one sense of the word it was.

Q. So that feeling grateful as you did for what had been done for you people out there in West Texas by the Land Commissioner, and learning that he was in financial distress, he talked to you about borrowing some money out there. Now, was it before or after he made the reappraisement of those lands out there that the Land Commissioner came out there and asked you if it would be possible for him to borrow some money that he was in need of in the conduct of his private business?

A. It was after the reappraisement.

Q. And it was after the reappraisement—after those people had benefited by reason of the reappraisement—that is true?

A. Yes, sir.

Q. And then, when you found out that Mr. Robison was in financial straits, and after he had reduced your reappraisement, and that of your neighbors, and he was in financial distress, you told him, of course, he could raise that money?

A. Yes, sir.

Q. And it was then that you started out to raise this $2250 to pay off the mortgage on his place?

A. Yes, sir.

Q. You then started out to raise that $2250 to pay off the mortgage on his place?

A. And I did raise it.

Q. You traveled all over the country?

A. From Midland to Pecos.

Q. How many hundred miles would you say that you traveled in raising that money?

A. I imagine 200 miles—something like that.

Q. Did you go in an automobile, or how did you travel?

A. We have got a few jitneys out there yet.

Q. You traveled on jitneys for 200 miles or more, and raised this $2250?

A. Yes, sir.

Q. And after you raised that money, you got a certified check for that money and came to Austin and gave it to Mr. Walker?

A. Yes, sir.

Q. When you brought it here, you called at the Land Commissioner's office and conferred with Mr. Walker, his chief clerk?

A. I did.

Q. You told him that you had learned from the Commissioner that he owed some money on his place?

A. I did not learn that from the Commissioner.

Q. You told him that you learned that the Commissioner owed a debt on his place?

A. From Mr. Anderson, at Pecos.

Q. And you and other people who wanted to show your regard for the Land Commissioner had raised that $2250 to pay off that mortgage?

A. We wanted to help him because he was needing help.

Q. You turned that check over to Mr. Walker and told him to go and raise that mortgage and pay it off and get the release and surprise the old man with it—that is true?

A. Yes, sir, that is true.

Q. Do you know whether or not that mortgage was paid off? Do you know that at the time of the Commissioner's investigation that the records show that that indebtedness still existed against that property?

A. I did not know it.

Q. You do not know whether the Land Commissioner ever recorded that release or not?

A. Knew nothing about it.

Q. Now, did you make any campaign contribution to Mr. Robison last summer or last July?

A. Well, sir, I do not know—I do not recall whether I did or not. I might have.

Q. Now, stop and think a moment, Judge. Didn't you make a campaign contribution to Mr. Robison last summer—just stop and think a moment. Don't you know that you did make a contribution to his campaign expense of some character?

A. I might have. I do not know. I would do anything to help him.

Q. You volunteered to say that.

Q. Have you ever seen Mr. Robison's report to the Secretary of State of the contributions to his campaign conducted last summer?

Mr. Moses: Counsel is now going into new matter. As to whether or not this witness, or anyone else, knows what the Land Commissioner reported to the Secretary of State in his campaign contributions is entirely new matter. If it is an offense for which a man may be impeached to receive campaign contributions, it should have been stated at the outset of this hearing or at the time they were introducing their testimony in chief, and if it is a crime for J. T. Robison to receive campaign contributions, we submit that it would be a crime for the Governor of this State and any other officer of this State to receive these contributions. We want to make ourselves clear in regard to that, because counsel is not now carrying out the statement that was made at the opening of this investigation, that the testimony would be confined to the charges made in the resolution, and after their testimony in chief was put on their testimony would be confined to testimony in rebuttal.

Mr. Allen: Mr. Chairman, Judge Sinks, Ladies and Gentlemen of the House—Counsel for the respondent is becoming very personal about matters that I go into here. He said that I had promised that I would not go into certain matters. That promise I will keep. But this question is not a question which I chose myself, but it comes from a member of this Committee, a member of this House, and it has been voted by this Committee that if any member desired to ask a question, or have a question asked, that that question should be given to counsel on either side, and if counsel saw fit, that question could be propounded to any witness, and I would be acting in bad faith to the House and this Committee if I failed to do so. I am not failing to carry out the promise or agreement that I made. I never do that.

Mr. Moses: If I have hurt counsel's feelings, I did not intend to. I meant no disrespect to counsel. I merely wanted to make that clear to counsel and to the House. I want it understood that we are not objecting to it, but we think that there ought to be a limit regarding the asking of questions. There ought to be a limit to the line of inquiry. It is certainly not an offense against the law to receive contributions from individuals for campaign purposes. The law recognizes that that will be done and requires the character of report that shall be made in regard to that. Regardless of where the question comes from, it ought to be confined to

matters about which it might be seriously contended that the act is one from which articles of impeachment might be filed.

Mr. Smith: I believe that is all, gentlemen.

Mr. Price: Mr. Speaker, Ladies and Gentlemen of the House—I just want to make this statement. Mr. Speaker, Ladies and Gentlemen of the House: This concludes the testimony of the witnesses that we have immediately available here today. It was suggested to me a moment ago by two or three members of the House that they would like to go on with the work of the House for the next day or two. Probably until next Saturday. Now, we, in the defense of this case, we are now and have been at all times ready to go and to meet these charges and to produce our testimony, but we certainly do not want to be placed in the attitude of demanding constant sessions of this Committee if it will have the effect of destroying the opportunity of the members of this House to pass on important matters of legislation pending before them. I want to say to you members of the Committee and to all members of the House, that if you want to recess until next Saturday, that it is all right with us. If you do not desire to do that, that is perfectly agreeable to us. We do not ask it, but we are just in the hands of the Committee. We are ready to go on now, and have been at all times, and anything that your Committee desires to do will meet with our approval.

The Speaker: I recognize the gentleman from Nacogdoches.

Mr. Sanders: I move that the Committee now rise, report progress and recess until 10 o'clock Saturday morning.

Mr. Van Zandt: Senator Price, I would like to ask of counsel for the respondent if they expect to put Mr. Robison on the stand. I realize that counsel have their own ideas as to conducting this investigation and that it may be asking something that they do not desire to disclose at this time. Could you not arrange to have Mr. Robison on the stand on Saturday morning?

Mr. Price: Mr. Van Zandt, you, as a lawyer, understand the difficulty involved in answering that question. Now, the resolution, as I understand it, and as I believe the members do, provided that counsel on either side might develop the case as they see fit. We are going to proceed in such manner as we think is the most advantageous in presenting our view of this matter, and the most favorable—and to place it before the members of this Committee in the most favorable light, but we would not like to have to agree that we put any certain witness on the stand at any certain time. I believe that would commend its fairness to you, as a lawyer.

Mr. Van Zandt: I agree with you that that is a matter for you to develop yourself, in your own way. I believe that is the sense of the Committee as a whole. As I see it, the preponderance of the testimony this respondent has offered so far is not in rebuttal of the charges that have been filed, and we feel that unless counsel for Mr. Robison proceed more expeditiously that it is an unnecessary waste of time—

Mr. Hubbard: Mr. Speaker, a point of order there. We should not argue this matter—no member of the Committee should be permitted to go into an argument of this matter.

The Speaker: The Chair will have to sustain that point of order.

Mr. Tillotson: Senator Price, you have said that, as far as you are concerned, you are willing that the Committee of the Whole recess until Saturday. I would like to ask you if you are ready to proceed with the work tomorrow?

Senator Price: We are ready tomorrow, will be ready next day, and are ready now. I intended a while ago to make it perfectly clear that we are not trying or seeking to dictate or control the procedure in the Committee. We stand here ready, with plenty of witnesses, to proceed with this investigation now.

Mr. Tillotson: If, in the judgment of the House, it could expedite its work by arranging for evening sessions for the hearing, would counsel be agreeable to such a plan?

Mr. Price: Personally, I would be. I do not know about my associates, Mr. Moses and Mr. Smith, and Mr. Robison.

Whereupon the motion of Mr. Bond of Kaufman was made that the Committee rise, report progress and take a recess until 9 o'clock Friday morning.

Whereupon the question was taken, and the motion prevailed.

FRIDAY, JUNE 21, 1929.

The Committee of the Whole met, pursuant to adjournment, at 2 o'clock p. m. Friday, June 21, 1929, whereupon the following proceedings were had:

The Speaker: The Committee of the Whole was given permission to recess

until 2 o'clock. The Committee will be in order, please.

Mr. McCombs: Mr. Chairman.

The Speaker: The gentleman from Dallas.

Mr. McCombs: I move that the Committee rise and report progress, and ask permission to recess until 3:30.

Mr. Tillotson: Mr. Chairman, I would just like to inquire if counsel for the respondent could give an idea of how much time they will require for the testimony that they have?

Mr. Price: We have two witnesses, and we wanted to read from the record, and if we can be informed now about how much time you will want to give us this afternoon we will be able to conform to that.

Mr. Speaker, I want to make this plain: Counsel for the respondent don't want to be placed in the attitude of dictating any course here about procedure; that is, we will use the time you want us to use. If you want us to use the next two hours, we will do that.

Mr. Tillotson: My purpose is that I don't think we should continuously reset this matter and have counsel and witnesses coming here in the expectation of being heard, and then changing our action. We ought to adopt one policy or another.

Mr. Montgomery: Mr. Chairman.

The Speaker: The gentleman from Hidalgo.

Mr. Montgomery: Wouldn't it be better to recess the Committee of the Whole until 10 o'clock and then give them a whole day uninterrupted? Tomorrow is Saturday, and the chances are there will be no quorum. Therefore, we can pass legislation this afternoon and we couldn't pass legislation tomorrow, and the Committee can proceed tomorrow with the hearing. Therefore, I want to make a substitute motion that the Committee rise and report progress and ask permission of the House to recess until tomorrow morning at 10 o'clock.

Mr. McCombs: That is entirely acceptable to me, and with the consent of my second I withdraw my motion.

Mr. Allen: It is understood between counsel that we may introduce these bank statements and have them go in the record.

The bank statements, consisting of thirteen pages, were thereupon introduced in evidence, identified as Exhibit No. 62, and are as follows:

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
208.33	JUN 1'25	8.40—	10.00—	105.00—				
	JUN 1'25	66.00—			JUN 1'25		JUN 1'25	19.93 *
18.93	JUN 2'25	13.25—	3.00—		JUN 2'25		JUN 2'25	2.68 *
2.68	JUN 30'25	25.00—			JUN 30'25	208.33	JUN 30'25	186.01 *
186.01	JUL 1'25	63.60—			JUL 1'25		JUL 1'25	122.41 *
122.41	JUL 6'25	35.00—			JUL 6'25		JUL 6'25	87.41 *
87.41	JUL 7'25	4.00—	1.50—		JUL 7'25		JUL 7'25	81.91 *
81.91	JUL 22'25	5.00—			JUL 22'25		JUL 22'25	76.91 *
76.91					JUL 31'25	208.33	JUL 31'25	285.24 *
285.24	AUG 1'25	30.00—	25.00—		AUG 1'25		AUG 1'25	230.24 *
230.24	AUG 1'25	25.00—	25.00—		AUG 1'25		AUG 1'25	180.24 *
180.24					AUG 31'25	208.37	AUG 31'25	388.61 *
388.61	SEP 8'25	1.00			SEP 8'25		SEP 8'25	387.61 *
357.61	SEP 10'25	5.40—			SEP 10'25		SEP 10'25	352.21 *
352.21	SEP 14'25	45.69—			SEP 14'25		SEP 14'25	306.52 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			SEP 17'25	306.52		
	SEP 17'25	100.00—			SEP 17'25		SEP 17'25	206.52 *
206.52	OCT 13'25	1.40—			OCT 13'25		OCT 13'25	205.12 *
205.12	OCT 16'25	5.29—			OCT 16'25		OCT 16'25	199.83 *
199.83	OCT 30'25	17.00—			OCT 30'25		OCT 30'25	182.83 *
182.83	NOV 2'25	4.00—	75.50—		NOV 2'25		NOV 2'25	103.33 *
103.33	NOV 2'25	88.00—			NOV 2'25		NOV 2'25	15.33 *
15.33	NOV 3'25	5.00—			NOV 3'25		NOV 3'25	10.33 *
10.33	NOV 3'25	9.75—			NOV 3'25		NOV 3'25	.58 *
.58					NOV 9'25	208.33	NOV 9'25	208.91 *
208.91	NOV 10'25	5.40—			NOV 10'25		NOV 10'25	203.51 *
203.51	NOV 10'25	100.00—			NOV 10'25		NOV 10'25	103.51 *
103.51	NOV 12'25	25.00—	28.97—		NOV 12'25		MOV 12'25	49.54 *
49.54	NOV 13'25	6.85—			NOV 13'25		NOV 13'25	42.69 *
42.69	NOV 16'25	2.61—			NOV 16'25		NOV 16'25	40.08 *
40.08	NOV 21'25	1.00—			NOV 21'25		NOV 21'25	39.08 *
39.08					NOV 21'25	10.00	NOV 21'25	49.08 *
49.08	NOV 23'25	7.25—			NOV 23'25		NOV 23'25	41.83 *
41.83					NOV 30'25	208.33	NOV 30'25	250.16 *
250.15	DEC 1'25	12.00—			DEC 1'25		DEC 1'25	238.16 *
238.16	DEC 1'25	129.18—			DEC 1'25		DEC 1'25	108.98 *
108.98	DEC 2'25	25.00—	30.00—		DEC 2'25		DEC 2'25	53.98 *
53.98					DEC 2'25		DEC 2'25	
53.98	DEC 5'25	6.75—	15.00—		DEC 5'28		DEC 5'25	32.23 *
32.23	DEC 7'25	21.50—			DEC 7'25		DEC 7'25	10.73 *
10.73	DEC 10'25	2.00—			DEC 10'25		DEC 10'25	8.73 *
8.73	DEC 11'25	5.40—			DEC 11'25		DEC 11'25	3.33 *
3.33					DEC 19'25	50.00	DEC 19'25	53.33 *
53.33	DEC 21'25	8.00—			DEC 21'25		DEC 21'25	45.33 *
45.33	DEC 22'25	22.11—			DEC 22'25		DEC 22'25	23.22 *
23.22	DEC 23'25				DEC 23'25	208.33	DEC 23'25	231.55 *
231.55	DEC 24'25	100.00—			DEC 24'25		DEC 24'25	131.55 *
131.55	DEC 26'25	75.00—	37.83—	16.00—	DEC 26'25		DEC 26'25	2.72 *
2.72	JAN 9'26	2.00—			JAN 9'26		JAN 9'26	.72 *
.72					JAN 30'26	208.33	JAN 30'26	209.05 *
209.05	FEB 1'26	100.00—	15.35—	6.80—	FEB 1'26		FEB 1'26	86.90 *
86.90	FEB 1'26	50.00—			FEB 1'26		FEB 1'26	36.90 *
36.90	FEB 2'26	5.39—	14.41—	1.00—	FEB 2'26		FEB 2'26	16.10 *
16.10	FEB 3'26	3.50—			FEB 3'26		FEB 3'26	12.60 *
12.60	FEB 5'26	5.00—			FEB 5'26		FEB 5'26	7.60 *
7.60	FEB 13'26	6.00—			FEB 13'26		FEB 13'26	1.60 *
1.60	FEB 13'26	5.00—			FEB 13'26	50.00	FEB 13'26	46.60 *
46.60	FEB 15'26	10.00—	11.25—		FEB 15'26		FEB 15'26	25.35 *
25.35	FEB 15'26	25.00—			FEB 15'26		FEB 15'25	.35 *
.35					FEB 18'25	18.15	FEB 18'26	18.50 *
18.50	FEB 19'26	1.05—	4.00—		FEB 19'26		FEB 19'26	13.45 *
13.45					FEB 19'26	15.00	FEB 19'26	28.45 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			FEB 24 '26	28.45		
	FEB 24 '26	1.25—			FEB 24 '26	30.00	FEB 24 '26	57.20 *
57.20	FEB 24 '26	15.55—			FEB 24 '26		FEB 24 '26	41.65 *
41.65	FEB 25 '26	25.00—			FEB 25 '26		FEB 25 '26	16.65 *
16.65	MAR 1 '26	1.00—			MAR 1 '26		MAR 1 '26	15.65 *
15.65	MAR 10 '26	15.00—			MAR 10 '26		MAR 10 '26	.65 *
.65					MAR 11 '26	21.00	MAR 11 '26	21.65 *
21.65	MAR 13 '26	7.75			MAR 13 '26		MAR 13 '26	13.90 *
13.90	MAR 13 '26	50.00—	4.50—		MAR 13 '26	300.00	MAR 13 '26	259.40 *
259.40	MAR 15 '26	1.10—			MAR 15 '26		MAR 15 '26	258.30 *
258.30	MAR 16 '26	42.50—	200.00—		MAR 16 '26		MAR 16 '26	15.80 *
15.80	MAR 20 '26	6.50—			MAR 20 '26		MAR 20 '26	9.30 *
9.30					APR 30 '26	208.33	APR 30 '26	217.64 *
217.63	MAY 1 '26	52.50—			MAY 1 '26		MAY 1 '26	165.13 *
165.13	MAY 6 '26	24.00—	67.35—		MAY 6 '26		MAY 6 '26	73.78 *
73.78	MAY 8 '26	4.00—	6.50—				MAY 8 '26	63.28 *
63.28	MAY 10 '26	6.00—			MAY 10 '26		MAY 10 '26	57.28 *
57.28	MAY 11 '26	9.00—			MAY 11 '26		MAY 11 '26	48.28 *
48.28	MAY 14 '26	1.00—			MAY 14 '26		MAY 14 '26	47.28 *
47.28	MAY 15 '26	11.00—			MAY 15 '26		MAY 15 '26	36.28 *
36.28	MAY 15 '26	7.65—			MAY 15 '26		MAY 15 '26	28.63 *
28.63					JUN 1 '26	208.33	JUN 1 '26	236.96 *
236.96	JUN 2 '26	15.30—			JUN 2 '26		JUN 2 '26	221.66 *
221.66	JUN 9 '26	200.00—			JUN 9 '26		JUN 9 '26	21.66 *
21.66	JUN 11 '26	3.44—			JUN 11 '26		JUN 11 '26	18.22 *
18.22	JUN 11 '26	5.00—			JUN 11 '26		JUN 11 '26	13.22 *
13.22	JUN 12 '26	4.01—	2.00—	3.50—	JUN 12 '26		JUN 12 '26	3.71 *
3.71	JUN 21 '26	11.00—	4.70—	30.50—	JUN 21 '26	95.45		
	JUN 21 '26	8.00—			JUN 21 '26		JUN 21 '26	44.96 *
44.96	JUN 22 '26	8.00—	60.00—		JUN 22 '26	25.75	JUN 22 '26	2.71 *
2.71					JUN 25 '26	30.00	JUN 25 '26	32.71 *
32.71	JUN 26 '26	1.80—			JUN 26 '26		JUN 26 '26	30.91 *
30.91	JUN 28 '26	20.00—			JUN 28 '26		JUN 28 '26	10.91 *
10.91					JUN 30 '26	208.33	JUN 30 '26	219.24 *
219.24	JUN 30 '26	6.60—			JUN 30 '26		JUN 30 '26	212.64 *
212.64	JUL 1 '26	25.00—			JUL 1 '26		JUL 1 '26	187.64 *
187.64	JUL 1 '26	53.00—			JUL 1 '26		JUL 1 '26	134.64 *
134.64	JUL 2 '26	5.75—			JUL 2 '26		JUL 2 '26	128.89 *
128.89	JUL 2 '26	4.20—			JUL 2 '26		JUL 2 '26	124.69 *
124.69	JUL 6 '26	10.00—	33.36—	9.65—	JUL 6 '26		JUL 6 '26	71.68 *
71.68	JUL 6 '26	3.50—			JUL 6 '26		JUL 6 '26	68.18 *
68.18	JUL 7 '26	8.00—	5.50—	5.50—	JUL 7 '26		JUL 7 '26	49.18 *
49.18	JUL 7 '26				JUL 7 '26	150.00	JUL 7 '26	199.18 *
199.18	JUL 8 '26	3.35—			JUL 8 '26		JUL 8 '26	195.83 *
195.83	JUL 8 '26	3.75—			JUL 8 '26		JUL 8 '26	192.08 *
192.08	JUL 9 '26	2.00—			JUL 9 '26		JUL 9 '26	190.08 *
190.08	JUL 10 '26	6.00—	2.25—		JUL 10 '26		JUL 10 '26	181.83 *
181.83	JUL 13 '26	15.00—	8.50—		JUL 13 '26		JUL 13 '26	158.33 *
158.33	JUL 14 '26	100.00—			JUL 14 '26		JUL 14 '26	58.33 *
58.33	JUL 19 '26	1.00—					JUL 19 '26	57.33 *
57.33	AUG 2 '26	10.00—			AUG 2 '26		AUG 2 '26	47.33 *
47.33	AUG 3 '26	15.00—			AUG 3 '26		AUG 3 '26	32.33 *
32.33	AUG 5 '26				AUG 5 '26	208.33	AUG 5 '26	240.66 *
240.66	AUG 5 '26	50.00—	10.00—		AUG 5 '26		AUG 5 '26	180.66 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			AUG 6 '26	180.66		
	AUG 6 '26	26.00—			AUG 6 '26		AUG 6 '26	154.66 *
154.66	AUG 7 '26	2.90—	19.65—		AUG 7 '26		AUG 7 '26	132.11 *
132.11	AUG 9 '26	10.00—			AUG 9 '26		AUG 9 '26	122.11 *
122.11	AUG 11 '26	5.39—			AUG 11 '26		AUG 11 '26	116.72 *
116.72	AUG 12 '26	3.00—			AUG 12 '26		AUG 12 '26	113.72 *
113.72	AUG 14 '26	8.33—	4.50—	3.00—	AUG 14 '26		AUG 14 '26	97.87 *
97.87	AUG 14 '26	3.00—	3.00—		AUG 14 '26		AUG 14 '26	91.87 *
91.87	AUG 16 '26	2.52—	8.15—		AUG 16 '26		AUG 16 '26	81.20 *
81.20	AUG 18 '26	10.00—			AUG 18 '26		AUG 18 '26	71.20 *
71.20	AUG 18 '26	52.50—			AUG 18 '26		AUG 18 '26	18.70 *
18.70	AUG 19 '26	3.50—			AUG 19 '26		AUG 19 '26	15.20 *
15.20	AUG 19 '26	1.50—			AUG 19 '26		AUG 19 '26	13.70 *
13.70	AUG 21 '26	3.00—			AUG 21 '26		AUG 21 '26	10.70 *
10.70	AUG 26 '26	1.16—			AUG 26 '26		AUG 26 '26	9.54 *
9.54	AUG 31 '26	3.22—	5.00—	6.00—	AUG 31 '26	208.37	AUG 31 '26	203.69 *
203.69	SEP 1 '26	35.95—			SEP 1 '26		SEP 1 '26	167.74 *
167.74	SEP 2 '26	5.39—	10.60—		SEP 2 '26		SEP 2 '26	151.75 *
151.75	SEP 2 '26	12.00—			SEP 2 '26		SEP 2 '26	139.75 *
139.75	SEP 3 '26	4.53—			SEP 3 '26		SEP 3 '26	135.22 *
135.22	SEP 3 '26	10.00—			SEP 3 '26		SEP 3 '26	125.22 *
125.22	SEP 4 '26	6.50—	22.00—	10.91—	SEP 4 '26		SEP 4 '26	85.81 *
85.81	SEP 7 '26	4.40—			SEP 7 '26		SEP 7 '26	81.41 *
81.41	SEP 10 '26	10.00—	11.35—		SEP 10 '26		SEP 10 '26	60.06 *
60.06	SEP 10 '26	2.50—			SEP 10 '26		SEP 10 '26	15.25 *
57.56	SEP 11 '26	15.25—			SEP 11 '26		SEP 11 '26	42.31 *
42.31	SEP 14 '26	6.00—	4.11—		SEP 14 '26		SEP 14 '26	32.20 *
32.20					SEP 17 '26	100.00	SEP 17 '26	132.20 *
132.20	SEP 17 '26	5.00—	8.00—		SEP 17 '26	8.05	SEP 17 '26	127.25 *
127.25	SEP 25 '26	66.40—			SEP 25 '26		SEP 25 '26	60.85 *
60.85	SEP 27 '26	27.00—			SEP 27 '26		SEP 27 '26	33.85 *
33.85	SEP 27 '26	1.22—			SEP 27 '26		SEP 27 '26	32.63 *
32.63	SEP 28 '26	5.50—	2.00—		SEP 28 '26		SEP 28 '26	25.13 *
25.13	SEP 29 '26	10.00—			SEP 29 '26		SEP 29 '26	15.13 *
15.13	SEP 30 '26	1.00—			SEP 30 '26		SEP 30 '26	14.13 *
14.13					OCT 1 '26	208.33	OCT 1 '26	222.46 *
222.46	OCT 2 '26	5.39—	5.22—		OCT 2 '26		OCT 2 '26	211.85 *
211.85	OCT 4 '26	3.86—	9.00—	5.00—	OCT 4 '26		OCT 4 '26	193.99 *
193.99	OCT 4 '26	5.00—			OCT 4 '26		OCT 4 '26	188.99 *
188.99	OCT 5 '26	9.75—	17.25—	6.00—	OCT 5 '26		OCT 5 '26	155.99 *
155.99	OCT 6 '26	150.00—			OCT 6 '26		OCT 6 '26	5.99 *
5.99	OCT 7 '26	4.55—			OCT 7 '26		OCT 7 '26	1.44 *
1.44					OCT 20 '26	25.00	OCT 20 '26	26.44 *
26.44	OCT 21 '26				OCT 21 '26		OCT 21 '26	
26.44	OCT 23 '26	18.50—			OCT 23 '26		OCT 23 '26	7.94 *
7.94					OCT 27 '26	3.00	OCT 27 '26	10.94 *
10.94	OCT 28 '26	10.50—			OCT 28 '26		OCT 28 '26	.44 *
.44					OCT 30 '26	350.00	OCT 30 '26	350.44 *
350.44	NOV 9 '26	1.55—	5.39—		NOV 9 '26		NOV 9 '26	343.50 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			NOV 10 '26	343.50		
	NOV 10 '26	1.70—	52.50—	22.15—				
	NOV 10 '26	19.40—			NOV 10 '26		NOV 10 '26	247.75 *
247.75	NOV 12 '26	5.65—	50.00—		NOV 12 '26		NOV 12 '26	192.10 *
192.10	NOV 16 '26	10.67—			NOV 16 '26		NOV 16 '26	181.43 *
181.43	NOV 19 '26	25.00—			NOV 19 '26		NOV 19 '26	156.43 *
156.43	NOV 22 '26	17.60—			NOV 22 '26		NOV 22 '26	138.83 *
138.83	NOV 27 '26	12.54—			NOV 27 '26		NOV 27 '26	126.29 *
126.29	NOV 29 '26	63.18—			NOV 29 '26		NOV 29 '26	63.11 *
63.11	DEC 1 '26	10.00—	37.42—		DEC 1 '26	208.33	DEC 1 '26	224.02 *
224.02	DEC 3 '26	5.17—	10.56—		DEC 3 '26		DEC 3 '26	208.29 *
208.29	DEC 4 '26	28.25—	26.60—	8.50—	DEC 4 '26		DEC 4 '26	144.94 *
144.94	DEC 6 '26	3.54—	1.00—		DEC 6 '26		DEC 6 '26	140.40 *
140.40	DEC 6 '26	10.50—	13.75—	2.64—	DEC 6 '26		DEC 6 '26	129.90 *
129.90	DEC 7 '26	14.90—	13.75—	2.64—	DEC 7 '26		DEC 7 '26	98.61 *
98.61	DEC 13 '26	5.00—	6.50—		DEC 13 '26		DEC 13 '26	87.11 *
87.11	DEC 14 '26	5.39—			DEC 14 '26		DEC 14 '26	81.72 *
81.72	DEC 15 '26	16.20—			DEC 15 '26		DEC 15 '26	65.52 *
65.52	DEC 16 '26	5.00—			DEC 16 '26		DEC 16 '26	60.52 *
60.52	DEC 17 '26	5.00—			DEC 16 '26		DEC 16 '26	60.52 *
60.52	DEC 17 '26	14.55—			DEC 17 '26		DEC 17 '26	45.97 *
45.97	DEC 18 '26	7.00—			DEC 18 '26		DEC 18 '26	38.97 *
38.97	DEC 20 '26	35.00—			DEC 20 '26		DEC 20 '26	3.97 *
3.97	DEC 21 '26	24.00—			DEC 21 '26	100.00	DEC 21 '26	69.97 *
79.97					DEC 27 '26	258.33	DEC 27 '26	338.30 *
338.30	DEC 28 '26	50.00—	24.00—	91.00—	DEC 28 '26		DEC 28 '26	173.30 *
173.30	DEC 29 '26	26.00—			DEC 29 '26	250.00	DEC 29 '26	397.30 *
397.30	DEC 31 '26	12.50—			DEC 31 '26		DEC 31 '26	384.80 *
384.80	JAN 3 '27	100.00—			JAN 3 '27		JAN 3 '27	284.80 *
284.80	JAN 3 '27	50.00—			JAN 3 '27		JAN 3 '27	234.80 *
234.80	JAN 4 '27	6.25—	76.70—	33.25—				
	JAN 4 '27	21.50—			JAN 4 '27		JAN 4 '27	97.10 *
97.10	JAN 4 '27	44.30—			JAN 4 '27		JAN 4 '27	52.80 *
52.80	JAN 5 '27	4.50—			JAN 5 '27		JAN 5 '27	48.30 *
48.30	JAN 6 '27	46.80—			JAN 6 '27		JAN 6 '27	1.50 *
1.50	JAN 8 '27	1.00—			JAN 8 '27		JAN 8 '27	.50 *
.50	JAN 14 '27	6.24—			JAN 14 '27	100.00	JAN 14 '27	94.26 *
94.26	JAN 15 '27	10.50—			JAN 15 '27		JAN 15 '27	83.76 *
83.76	JAN 15 '27	9.70—	30.00—	8.00—	JAN 15 '27	100.00		
	JAN 15 '27	21.00—			JAN 15 '27		JAN 15 '27	115.06 *
115.06	JAN 17 '27	21.50—			JAN 17 '27		JAN 17 '27	93.56 *
93.56	JAN 17 '27	6.00—			JAN 17 '27		JAN 17 '27	87.56 *
87.56	JAN 19 '27	2.85—	8.50—		JAN 19 '27		JAN 19 '27	76.21 *
76.21	JAN 20 '27	11.00—			JAN 20 '27		JAN 20 '27	65.21 *
65.21	JAN 21 '27	12.50—			JAN 21 '27		JAN 21 '27	52.71 *
52.71	JAN 24 '27	14.55—			JAN 24 '27		JAN 24 '27	38.16 *
38.16	JAN 26 '27	5.68—			JAN 26 '27	100.00	JAN 26 '27	132.48 *
132.48	JAN 31 '27	16.00—			JAN 31 '27		JAN 31 '27	116.48 *
116.48	FEB 1 '27	2.50—	3.75—		FEB 1 '27		FEB 1 '27	110.23 *
110.23					FEB 3 '27	221.52	FEB 3 '27	331.75 *
331.75	FEB 4 '27	3.69—	10.60—		FEB 4 '27		FEB 4 '27	317.46 *
317.46	FEB 5 '27	5.39—			FEB 5 '27		FEB 5 '27	312.07 *
312.07	FEB 5 '27	12.98—	25.90—	5.15—	FEB 5 '27		FEB 5 '27	268.04 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			FEB 7 '27	268.04		
	FEB 7 '27	17.01—	4.20—		FEB 7 '27		FEB 7 '27	246.83 *
246.83	FEB 7 '27	35.00—			FEB 7 '27		FEB 7 '27	211.83 *
211.83	FEB 8 '27	5.25—	3.85—	1.98—	FEB 8 '27		FEB 8 '27	200.75 *
200.75	FEB 9 '27	49.60—	1.60—		FEB 9 '27		FEB 9 '27	149.55 *
149.55	FEB 10 '27	6.35			FEB 10 '27		FEB 10 '27	143.20 *
143.20	FEB 12 '27	21.00—	12.00—	12.00—	FEB 12 '27		FEB 12 '27	98.20 *
98.20	FEB 12 '27	75.00—			FEB 12 '27		FEB 12 '27	23.20 *
23.20	FEB 14 '27	10.00—			FEB 14 '27		FEB 14 '27	13.20 *
13.20	FEB 14 '27	6.00—			FEB 14 '27		FEB 14 '27	7.20 *
7.20	FEB 17 '27	5.00—			FEB 17 '27		FEB 17 '27	2.20 *
2.20	MAR 1 '27	35.00—			MAR 1 '27	208.33	MAR 1 '27	175.53 *
175.53	MAR 3 '27	13.10—			MAR 3 '27		MAR 3 '27	162.43 *
162.43	MAR 3 '27	20.00—	8.00—		MAR 3 '27		MAR 3 '27	134.43 *
134.43	MAR 4 '27	10.20—			MAR 4 '27		MAR 4 '27	124.23 *
124.23	MAR 5 '27	16.75—			MAR 5 '27		MAR 5 '27	107.48 *
107.48	MAR 7 '27	12.65—			MAR 7 '27		MAR 7 '27	94.83 *
94.83	MAR 8 '27	6.00—			MAR 8 '27		MAR 8 '27	88.83 *
88.83	MAR 11 '27	5.39—			MAR 11 '27		MAR 11 '27	83.44 *
83.44	MAR 12 '27	4.50—			MAR 12 '27		MAR 12 '27	78.94 *
78.94	MAR 12 '27	7.75—			MAR 12 '27		MAR 12 '27	71.19 *
71.19	MAR 16 '27	2.67—			MAR 16 '27		MAR 16 '27	68.52 *
68.52	MAR 16 '27	5.00—			MAR 16 '27		MAR 16 '27	63.52 *
63.52	APR 22 '27	3.00—			APR 22 '27		APR 22 '27	60.52 *
60.52	MAR 24 '27	5.00—			MAR 24 '27		MAR 24 '27	55.52 *
55.52	MAR 28 '27	45.15—			MAR 28 '27		MAR 28 '27	10.37 *
10.37	MAR 29 '27	9.75—			MAR 29 '27		MAR 29 '27	.62 *
.62					APR 2 '27	208.33	APR 2 '27	208.95 *
208.95	APR 4 '27	1.00—	11.60—	1.00—	APR 4 '27		APR 4 '27	195.35 *
195.35	APR 4 '27	5.00—	50.00—		APR 4 '27		APR 4 '27	140.35 *
140.35	APR 5 '27	3.65—	14.52—		APR 5 '27		APR 5 '27	122.18 *
122.18	APR 5 '27	9.40—			APR 5 '27		APR 5 '27	112.78 *
112.78	APR 6 '27	6.00—			APR 6 '27		APR 6 '27	106.78 *
106.78	APR 7 '27	5.00—			APR 7 '27		APR 7 '27	101.78 *
101.78	APR 13 '27	5.39—			APR 13 '27		APR 13 '27	96.39 *
96.39	APR 13 '27	1.75—			APR 13 '27		APR 13 '27	94.64 *
94.64	APR 16 '27	2.65—			APR 16 '27		APR 16 '27	91.99 *
91.99	APR 19 '27	10.00—			APR 19 '27		APR 19 '27	81.99 *
81.99	APR 20 '27	2.85—			APR 20 '27		APR 20 '27	79.14 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			APR 21 '27	79.14		
	APR 21 '27	1.50—	5.10—		APR 21 '27		APR 21 '27	72.54 *
72.54	APR 23 '27				APR 23 '27		APR 23 '27	22.54 *
22.54	APR 23 '27				APR 23 'nc		APR 23 '27	72.54 *
72.54	APR 26 '27	4.90—					APR 26 '27	67.64 *
67.64	APR 28 '27	1.52—					APR 28 '27	66.12 *
66.12	APR 29 '27	7.35—	10.15—	13.75—				
	APR 29 '27	13.80—					APR 29 '27	21.07 *
21.07	APR 29 '27				APR 29 'nc		APR 29 '27	21.07 *
21.07	APR 30 '27		11.60—	2.50—	APR 30 'nc		APR 30 '27	6.97 *
6.97	APR 30 '27	30.00—			APR 30 '27	208.33	APR 30 '27	185.30 *
185.30	MAY 2 '27	18.40—					MAY 2 '27	166.90 *
166.90	MAY 3 '27	3.27—	32.22—	2.88—			MAY 3 '27	118.53 *
118.53	MAY 3 '27				MAY 3 '27	25.00	MAY 3 '27	153.53 *
153.53	MAY 4 '27	1.70—	50.00—	5.00—			MAY 4 '27	96.83 *
96.83	MAY 5 '27	100.00—					MAY 5 '27	3.17 OD
—3.17	MAY 6 '27	14.65—					MAY 6 '27	17.82 OD
—17.82	MAY 6 '27				MAY 6 '27	100.00	MAY 6 '27	82.18 *
82.18	MAY 9 '27	16.00—					MAY 9 '27	66.18 *
66.18	MAY 10 '27	10.80—	10.00—				MAY 10 '27	45.38 *
45.38	MAY 12 '27	10.00—					MAY 12 '27	35.38 *
35.38	MAY 13 '27	10.00—					MAY 13 '27	25.38 *
25.38	MAY 14 '27	3.55—					MAY 14 '27	21.83 *
21.83	MAY 16 '27	5.00—	2.27—		MAY 16 '27		MAY 16 '27	14.56 *
14.56	MAY 16 '27	3.90—	10.00—		MAY 16 '27		MAY 16 '27	.66 *
.66	MAY 31 '27	60.00—			MAY 31 '27	268.33	MAY 31 '27	208.99 *
208.99	JUN 1 '27	63.18—					JUN 1 '27	145.91 *
145.81	JUN 10 '27				JUN 10 '27	100.00	JUN 10 '27	245.81 *
245.81	JUN 13 '27	4.50—	5.39—				JUN 13 '27	235.92 *
235.92	JUN 14 '27	100.00—					JUN 14 '27	135.92 *
135.92	JUN 14 '27	8.50—	10.00—				JUN 14 '27	117.42 *
117.42	JUN 30 '27				JUN 30 '27	208.33	JUN 30 '27	325.75 *
325.75	JUL 1 '27	76.80—					JUL 1 '27	248.95 *
248.95	JUL 6 '27	100.00—					JUL 6 '27	148.95 *
148.95	JUL 8 '27	5.39—					JUL 8 '27	143.56 *
143.56	AUG 3 '27	50.00—	6.09—				AUG 3 '27	87.47 *
87.47	AUG 4 '27	57.70—					AUG 4 '27	29.77 *
29.77	AUG 5 '27	3.75—			AUG 5 '27	50.00	AUG 5 '27	76.02 *
76.02	AUG 6 '27				AUG 6 '27	208.33	AUG 6 '27	284.35 *
284.35	AUG 8 '27	5.65—					AUG 8 '27	278.70 *
278.70	AUG 9 '27	5.39—	1.00—				AUG 9 '27	272.31 *
272.31	AUG 13 '27	21.00—					AUG 13 '27	251.31 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			AUG 20'27	251.31		
	AUG 20'27	2.00—					AUG 20'27	249.31 *
249.31	AUG 23'27	55.00—					AUG 23'27	194.31 *
194.31	AUG 27'27	25.00—					AUG 27'27	169.31 *
169.31	AUG 30'27	35.00—					AUG 30'27	134.31 *
134.31	SEP 1'27	10.00—					SEP 1'27	124.31 *
124.31	SEP 3'27				SEP 3'27	208.37	SEP 3'27	332.68 *
332.68	SEP 3'27	17.25—			SEP 3'27		SEP 3'27	315.43 *
315.43	SEP 6'27	5.39—	5.23—				SEP 6'27	304.81 *
304.81	SEP 7'27	90.00—	32.43—	85.00—	SEP 7'27		SEP 7'27	97.38 *
97.38	SEP 8'27	2.35—					SEP 8'27	95.03 *
95.03	SEP 14'27	25.00—					SEP 14'27	70.03 *
70.03	SEP 15'27	3.50—			SEP 15'27		SEP 15'27	66.53 *
66.53	SEP 15'27	9.00—					SEP 15'27	57.53 *
57.53	SEP 19'27	9.35—			SEP 19'27		SEP 19'27	48.18 *
48.18	SEP 20.27	40.00—					SEP 20'27	8.18 *
8.18	SEP 21'27					300.00	SEP 21'27	308.18 *
308.18	SEP 24'27	16.50—	21.68—				SEP 24'27	270.00 *
270.00	SEP 27'27	11.00—					SEP 27'27	259.00 *
259.00	SEP 28'27	30.00—					SEP 28'27	229.00 *
229.00	OCT 1'27	16.50—					OCT 1'27	212.50 *
212.50	OCT 5'27	7.50—					OCT 5'27	205.00 *
205.00	OCT 8'27	16.50—					OCT 8'27	188.50 *
188.50	OCT 14'27				OCT 14'27	208.33	OCT 14'27	396.83 *
396.83	OCT 15'27	5.39—					OCT 15'27	363.69 *
391.44	OCT 15'27	10.50—	6.00—	11.25—			OCT 15'27	363.69 *
363.69	OCT 18'27	14.91—					OCT 18'27	348.78 *
348.78					OCT 18'27	161.07	OCT 18'27	509.85 *
509.85	OCT 20'27	67.00—					OCT 20'27	442.85 *
442.85	OCT 22'27	16.50—					OCT 22'27	426.35 *
426.35	OCT 24'27	37.50—					OCT 24'27	388.85 *
388.85	OCT 25'27	25.00—					OCT 25'27	363.85 *
388.85	OCT 25'27	25.00—					OCT 25'27	363.85 *
363.85	OCT 29'27	20.90—					OCT 29'27	342.95 *
342.95	NOV 4'27	5.39—					NOV 4'27	337.56 *
337.56	NOV 5'27	58.59—					NOV 5'27	278.97 *
278.97	NOV 5'27	16.50—	20.00—		NOV 5'27		NOV 5'27	242.47 *
242.47	NOV 8'27	8.25—	5.40—		NOV 8'27		NOV 8'27	228.82 *
228.82					NOV 8'27		NOV 8'27	261.69 *
261.69	NOV 8'27	32.87—	18.72—				NOV 8'27	210.11 *
210.11	NOV 9'27	6.58—	186.00—		NOV 9'27		NOV 9'27	17.53 *
17.53	NOV 10'27				NOV 10'27	208.33	NOV 10'27	225.86 *
225.86	NOV 10'27	100.00—					NOV 10'27	125.86 *
125.86	NOV 12'27	18.00—	16.50—		NOV 12'27		NOV 12'27	91.36 *
91.36	NOV 15'27	18.00—	43.05—				NOV 15'27	30.31 *
30.31	NOV 15'27	16.50—					NOV 15'27	13.81 *

Sheet No. .....

Name ... J. T. ROBISON.....

Address ... .

Old Balance	Date	Checks in Detail		Date	Deposits	Date	New Balance
		Balance brought forward		NOV 16'27	13.81		
	NOV 16'27			NOV 16'nc		NOV 16'27	13.81 *
13.81	NOV 17'27	10 50—				NOV 17'27	3.31 *
3.31	NOV 18 DM	25				NOV 18'27	3.06 *
3.06	NOV 29'27	1 35—				NOV 29'27	1.71 *
1.71	DEC 2'27	47 50—		DEC 2'27	208.33	DEC 2'27	162.54 *
162.54	DEC 3'27					DEC 3'27	144.54 *
144.54	DEC 3'27	10 50—	6.00—			DEC 3'27	128.04 *
128.04	DEC 3'27			DEC 3'nc		DEC 3'27	146.04 *
146.04	DEC 6'27	41.74—				DEC 6'27	104.30 *
104.30	DEC 7'27	2 23—		DEC 7'27		DEC 7'27	102.07 *
102.07	DEC 8'27	5.39—		DEC 8'27		DEC 8'27	96.68 *
96.68	DEC 9'27	18 00—				DEC 9'27	78.68 *
78.68	DEC 9'27	10 00—		DEC 9'27		DEC 9'27	788.68 *
788.68	DEC 9'nc					DEC 9'27	53.68 *
53.68	DEC 9'27			DEC 9'nc		DEC 9'27	68.68 *
68.68	DEC 10'27	7 88—				DEC 10'27	60.80 *
60.80	DEC 14'27	11 65—				DEC 14'27	49.15 *
49.15	DEC 14'27			DEC 14'27	71.15	DEC 14'27	120.30 *
120.30	DEC 15 DM	71 15—				DEC 15'27	49.15 *
49.15	DEC 15'27	30 00—				DEC 15'27	19.15 *
19.15	DEC 16'27			DEC 16'nc		DEC 16'27	19.15 *
19.15	DEC 19 DM	25—				DEC 19'27	18.90 *
18.90	DEC 24'27	16 50—				DEC 24'27	2.40 *
2.40	DEC 27'27	100 00—		DEC 27'27	208.33	DEC 27'27	110.73 *
110.73	DEC 28'27	40 00—				DEC 28'27	70.73 *
70.73	DEC 30'27	23.90—				DEC 30'27	46.83 *
46.83	JAN 4'28	9 85—				JAN 4'28	36.98 *
36.98	JAN 4'28	30 00—		JAN 4'28		JAN 4'28	6.98 *
6.98	JAN 7'28			JAN 7'28		JAN 7'28	59.38 *
59.38	JAN 7'nc					JAN 7'28	6.98 *
6.98	JAN 9'28			JAN 9'nc		JAN 9'28	6.98 *
6.98	JAN 12'28	5 39—				JAN 12'28	1.59 *
1.59	JAN 27 DM	50—				JAN 27'28	1.09 *
1.09				JAN 31'28	208.33	JAN 31'28	209.42 *
209.42	FEB 2'28	10 00—				FEB 2'28	199.42 *
199.42	FEB 3'28	15 52—				FEB 3'28	183.90 *
183.90	FEB 3'28	20 00—				FEB 3'28	163.90 *
163.90	FEB 4'28	15 00—				FEB 4'28	148.90 *
148.90	FEB 6'28	9 00—				FEB 6'28	139.90 *
139.90	FEB 7'28	32 00—		FEB 7'28		FEB 7'28	107.90 *
107.90	FEB 8'28	14 30—	16.89—			FEB 8'28	76.71 *
76.71	FEB 9'28	4 26—				FEB 9'28	72.45 *
72.45	FEB 10'28	24 00—	23.95—			FEB 10'28	24.50 *
24.50	FEB 10'28	10 00—		FEB 10'28		FEB 10'28	14.50 *
14.50	FEB 11'28	3 71—		FEB 11'28		FEB 11'28	10.79 *
10.79	FEB 11'28	8 25—				FEB 11'28	2.54 *
2.54	FEB 17'28	20 00—		FEB 17'28	17.46	FEB 17'28	.00 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance	
		Balance brought forward							
	FEB 29'28	9.00—	7.00—	16.78—	FEB 29'28	208.33	FEB 29'28	175.55	*
175.55	MAR 1'28	18.21—					MAR 1'28	157.34	*
157.34	MAR 3'28	80.75—					MAR 3'28	76.59	*
76.59	MAR 5'28	3.00—					MAR 5'28	73.59	*
73.59	MAR 14'28	35.00—			MAR 14'28		MAR 14'28	38.59	*
38.59	MAR 21'28	11.25—			MAR 21'28		MAR 21'28	27.34	*
27.34	APR 4'28				APR 4'28	208.33	APR 4'28	235.67	*
235.67	APR 6'28	32.76—	14.86—				APR 6'28	188.05	*
188.05	APR 7'28	5.00—					APR 7'28	183.05	*
183.05	APR 7'28	14.00—					APR 7'28	169.05	*
169.05	APR 10'28	8.03—			APR 10'28		APR 18'28	161.02	*
161.02	APR 12'28	5.39—					APR 12'28	155.63	*
155.63	APR 13'28	5.00—			APR 13'28		APR 13'28	150.63	*
150.63	APR 13'28	25.00—			APR 13'28		APR 13'28	125.63	*
125.63	APR 14'28	3.75—					APR 14'28	121.88	*
121.88	APR 19'28	25.00—					APR 19'28	96.88	*
96.88	APR 19'28	23.17—					APR 19'28	73.71	*
73.71	APR 27'28	11.25—					APR 27'28	62.46	*
62.46	MAY 1'28	10.00—					MAY 1'28	52.46	*
52.46	MAY 2'28	25.00—			MAY 2'28	208.33	MAY 2'28	235.79	*
235.79	MAY 4'28	107.72—	5.39—				MAY 4'28	122.68	*
122.68	MAY 5'28	25.00—					MAY 5'28	97.68	*
97.68	MAY 7'28	3.10—					MAY 7'28	94.58	*
94.58	MAY 9'28	23.38—					MAY 9'28	71.20	*
71.20	MAY 10'28	2.00—					MAY 10'28	69.20	*
69.20	MAY 11'28	25.00—					MAY 11'28	44.20	*
44.20	MAY 12'28	10.00—					MAY 12'28	34.20	*
34.20	MAY 13'28	6.00—					MAY 14'28	28.20	*
28.20	MAY 15'28	10.00—					MAY 15'28	18.20	*
18.20	MAY 16'28	10.00—					MAY 26'28	8.20	*
882.20	MAY 28'28	10.00—			MAY 28'28	10.00	MAY 28'28	8.20	*
8.20	MAY 28'28	10.00—					MAY 28'28	1.80	OD
—1.80	MAY 31'28				MAY 31'28	208.33	MAY 31'28	206.53	*
206.53	JUN 2'28	100.00—					JUN 2'28	106.53	*
106.53	JUN 5'28	86.05—			JUN 5'28		JUN 5'28	20.48	*
20.48	JUL 3'28	7.97—	10.00—		JUL 3'28	208.33	JUL 3'28	210.84	*
220.48	JUL 5'28	50.00—			JUL 5'28		JUL 5'28	160.84	*
160.84	JUL 7'28	23.75—			JUL 7'28		JUL 7'28	137.09	*
137.09	JUL 9'28	2.25—					JUL 9'28	134.84	*
134.84	JUL 10'28	2.50—	12.50—		JUL 10'28	300.00	JUL 10'28	419.84	*
419.84	JUL 11'28	5.50—			JUL 11'28		JUL 11'28	414.34	*
414.34	JUL 12'28	22.50—	17.50—		JUL 12'28		JUL 12'28	374.34	*
374.34	JUL 13'28	7.50—			JUL 13'28		JUL 13'28	366.84	*
366.84	JUL 14'28	20.00—	10.00—		JUL 14'28		JUL 14'28	336.84	*
336.84					JUL 18'28	300.00	JUL 18'28	636.84	*
636.84	JUL 19'28	100.00—			JUL 19'28		JUL 19'28	536.84	*
536.84	JUL 20'28	8.50—			JUL 20'28	380.00	JUL 20'28	908.34	*
908.34	JUL 20'28	60.00—					JUL 20'28	848.34	*

Sheet No. . . . . .

Name . . . . . J. T. ROBISON . . . . . .

Address . . . . . .

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			JUL 21 '28	848.34		
					JUL 21 '28	50.00	JUL 21 '28	898.34 *
898.34	JUL 21 '28	4.50—	8.25—				JUL 21 '28	885.59 *
885.59	JUL 23 '28	5.00—					JUL 23 '28	880.59 *
880.59	JUL 23 '38				JUL 23 '28	52.00	JUL 23 '28	932.59 *
932.59	JUL 24 '28	24.60—					JUL 24 '28	907.99 *
907.99	JUL 25 '28	100.00—	30.00—	43.65—			JUL 25 '28	734.34 *
734.34	JUL 25 '28	277.20—					JUL 25 '28	457.14 *
457.14	JUL 30 '28	100.00—			JUL 30 '28	80.00	JUL 30 '28	437.14 *
437.14					JUL 30 '28	500.00	JUL 30 '28	937.14 *
937.14	JUL 31 '28	25.00—	5.00—	150.00—	JUL 31 '28		JUL 31 '28	757.14 *
757.14					AUG 1 '28	208.33	AUG 1 '28	965.47 *
965.47	AUG 2 '28				AUG 2 '28	50.00	AUG 2 '28	1,015.47 *
1,015.47	AUG 2 '28	50.00—					AUG 2 '28	965.47 *
963.47	AUG 3 '28	25.93—	24.00—	3.00—			AUG 3 '28	912.54 *
912.54	AUG 4 '28	19.05—	35.00—				AUG 4 '28	858.49 *
858.49	AUG 4 '28	20.00—					AUG 4 '28	838.49 *
838.49	AUG 6 '28	25.00—					AUG 6 '28	813.49 *
813.49	AUG 6 '28	20.00—					AUG 6 '28	793.49 *
793.49	AUG 7 '28	5.24—	46.33—				AUG 7 '28	741.92 *
741.92	AUG 8 '28	200.00—	3.90—	7.20—			AUG 8 '28	530.82 *
530.82	AUG 9 '28				AUG 9 '28	50.00	AUG 9 '28	580.82 *
580.82	AUG 10 '28	5.39—					AUG 10 '28	575.43 *
575.43					AUG 10 '28	50.00	AUG 10 '28	625.43 *
625.43	AUG 11 '28	25.00—	52.00—				AUG 11 '28	548.43 *
548.43	AUG 11 '28	21.00—	5.00—	5.00—			AUG 11 '28	548.43 *
	AUG 11 '28	26.48—	22.50—				AUG 11 '28	468.34 *
468.45	AUG 14 '28	30.00—	5.00—				AUG 14 '28	433.45 *
433.45	AUG 14 '28	15.00—	23.54—				AUG 14 '28	394.91 *
394.91	AUG 15 '28	5.00—	26.78—	121.29—				
	AUG 15 '28	16.15—					AUG 15 '28	225.69 *
225.69	AUG 17 '28	4.50—	6.30—				AUG 17 '28	214.89 *
214.89	AUG 18 '28	20.00—		140.00—			AUG 18 '28	54.89 *
54.89	AUG 20 '28	10.00—	30.00—	10.80—				
	AUG 20 '28	23.95—			AUG 20 '28	23.95	AUG 20 '28	4.09 *
4.09	AUG 21 '28	100.00—	5.00—	5.00—				
	AUG 21 '28	35.00—	30.00—	5.00—				
	AUG 21 '28	5.00—	5.00—		AUG 21 '28	200.00	AUG 21 '28	14.09 *
14.09	AUG 22 '28	1.40—	10.00—	5.00—	AUG 22 '28	350.00		
	AUG 22 '28	32.50—					AUG 22 '28	315.19 *
315.19	AUG 22 '28	5.00—	10.00—	10.00—				
	AUG 22 '28	10.00—	15.00—				AUG 22 '28	265.19 *
265.19	AUG 23 '28						AUG 23 '28	265.19 *
265.19	AUG 23 '28	6.60—	10.00—		AUG 23 '28		AUG 23 '28	248.59 *
248.59	AUG 23 '28	10.00—					AUG 23 '28	238.59 *
238.59	AUG 24 '28	25.00—			AUG 24 '28		AUG 24 '28	213.59 *
213.59	AUG 24 '28	10.00—					AUG 24 '28	203.59 *
203.59	AUG 27 '28	23.95—					AUG 27 '28	179.64 *
179.64	AUG 28 '28	22.05—					AUG 28 '28	157.59 *
157.58	AUG 29 '28	14.37—					AUG 29 '28	143.22 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			AUG 30'28	143.22		
	AUG 30'28	27.56—					AUG 30'28	115.66 *
115.66	AUG 31'28	2.00—	30.40—				AUG 31'28	83.26 *
83.26	AUG 31'28	10.00—					AUG 31'28	73.26 *
73.26	AUG 31'28		25.00—		AUG 31'28	208.37	AUG 31'28	256.63 *
256.63	SEP 1'28	5.00—	12.70—	10.00—				
	SEP 1'28	20.00—			SEP 1'28	165.00	SEP 1'28	373.93 *
373.93	SEP 3'28	165.36—	2.60—	8.63—				
	SEP 3'28	9.85—			SEP 3'28		SEP 3'28	187.49 *
187.49	SEP 5'28		2.00—	10.00—	SEP 5'28		SEP 5'28	175.49 *
175.49	SEP 6'28	1.50—					SEP 6'28	173.99 *
173.99	SEP 7'28	1.25—			SEP 7'28		SEP 7'28	172.74 *
172.74	SEP 8'28	2.00—					SEP 8'28	170.74 *
170.74	SEP 10'28	2.20—					SEP 10'28	168.54 *
168.54	SEP 11'28				SEP 11'28		SEP 11'28	168.54 *
168.54	SEP 26'28	40.00—					SEP 26'28	128.54 *
128.54	OCT 1'28	25.00—			OCT 1'28	208.33	OCT 1'28	311.87 *
311.87	OCT 1'28	25.00—					OCT 1'28	286.87 *
286.87	OCT 2'28	49.93—					OCT 2'28	236.94 *
236.94	OCT 2'28	5.00—	16.07—				OCT 2'28	215.87 *
215.87	OCT 3'28	50.00—					OCT 3'28	165.87 *
165.87	OCT 4'28	6.00—			OCT 4'28		OCT 4'28	159.87 *
159.87	OCT 5'28	1.20—					OCT 5'28	158.67 *
158.67	OCT 6'28	2.08—	2.00—				OCT 6'28	154.59 *
154.59	OCT 8'28	25.00—					OCT 8'28	129.59 *
129.59	OCT 9'28	5.39—	20.00—				OCT 9'28	104.20 *
104.20	OCT 13'28	24.00—					OCT 13'28	80.20 *
80.20	OCT 15'28	1.10—					OCT 15'28	79.10 *
79.10	OCT 16'28	7.00—					OCT 16'28	72.10 *
72.10	OCT 17'28	16.29—					OCT 17'28	55.81 *
55.81	OCT 17'28	6.50—	25.00—				OCT 17'28	24.31 *
24.31	OCT 20'28	11.12—			OCT 20'28		OCT 20'28	13.19 *
13.19					OCT 31'28	208.33	OCT 31'28	221.52 *
221.52	NOV 3'28	27.83—					NOV 3'28	193.69 *
193.69	NOV 3'28	15.50—			NOV 3'28		NOV 3'28	178.19 *
178.19	NOV 5'28	15.00—	8.00—		NOV 5'28		NOV 5'28	155.19 *
155.19	NOV 7'28	15.00—	6.53—				NOV 7'28	133.66 *
133.66	NOV 9'28	25.00—			NOV 9'28		NOV 9'28	108.66 *
108.66	NOV 10'28	33.00—					NOV 10'28	75.66 *
75.66	NOV 10'28	16.40—					NOV 10'28	59.26 *
79.26	NOV 13'28	2.75—					NOV 13'28	56.51 *
56.51	NOV 14'28	6.19—					NOV 14'28	50.32 *
50.32	NOV 16'28	53.00—			NOV 16'28	11.00	NOV 16'28	8.32 *
8.32	NOV 20'28	2.07—			NOV 20'28		NOV 20'28	6.25 *
6.25	DEC 3'28	5.00—			DEC 3'28	208.33	DEC 3'28	209.58 *
209.58	DEC 3'28	50.00—					DEC 3'28	159.58 *
159.58	DEC 4'28	12.39—					DEC 4'28	147.19 *
147.19	DEC 5'28	5.39—	3.00—	4.10—			DEC 4'28	147.19 *
	DEC 5'28	3.00—					DEC 5'28	131.70 *
131.70	DEC 5'28	8.00—					DEC 5'28	123.70 *

Sheet No.....

Name.....J. T. ROBISON.....

Address.....

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance brought forward			DEC 6 '26	123.79		
	DEC 6 '28	10.55—					DEC 6 '28	113.15 *
113.15	DEC 6 '28	20.00—					DEC 6 '28	93.15 *
93.15	DEC 7 '28	6.74—			DEC 7 '28		DEC 7 '28	86.41 *
86.41	DEC 8 '28	6.50—	21.77—				DEC 8 '28	58.14 *
58.14	DEC 12 '28	6.14—					DEC 12 '28	52.00 *
52.00	DEC 13 '28	25.00—					DEC 13 '28	27.00 *
27.00	DEC 15 '28	7.00—			DEC 15 '28		DEC 15 '28	20.00 *
20.00	DEC 20 '28	3.80—					DEC 20 '28	16.20 *
16.20	DEC 21 '28				DEC 21 '28	208.33	DEC 21 '28	224.53 *
224.53	DEC 22 '28	25.00—	5.00—				DEC 22 '28	194.53 *
194.53	DEC 26 '28	24.80—	11.00—	21.50—			DEC 26 '28	137.23 *
137.23	DEC 27 '28	12.50—					DEC 27 '28	124.73 *
124.73	JAN 2 '29	50.00—			JAN 2 '29		JAN 2 '29	747.73 *
74.73	JAN 3 '29	28.48—	44.98—				JAN 3 '29	1.27 *
1.27	JAN 3 '29	16.50—	15.00—		JAN 3 mc	31.50	JAN 3 '29	1.27 *
1.27	JAN 8 '29	15.00—			JAN 8 '29	50.00	JAN 8 '29	36.27 *
36.27	JAN 12 '29	16.50—	5.39—				JAN 12 '29	14.38 *
14.38	JAN 24 DM	.50—			JAN 24 '29		JAN 24 '29	13.88 *
13.88					FEB 4 '29	308.33	FEB 4 '29	322.21 *
322.21	FEB 5 '29	13.92—	9.00—				FEB 5 '29	299.29 *
299.29	FEB 5 '29	5.00—			FEB 5 '29		FEB 5 '29	294.29 *
294.29	FEB 6 '29	5.00—					FEB 6 '29	289.29 *
289.29	FEB 6 '29	25.90—					FEB 6 '29	263.39 *
263.39	FEB 8 '29	41.00—	9.45—		FEB 8 '29		FEB 8 '29	212.94 *
212.94	FEB 11 '29	28.31—	75.00—				FEB 11 '29	109.63 *
109.63	FEB 11 '29	10.00—					FEB 11 '29	99.63 *
99.63	FEB 13 '29	10.00—	5.39—				FEB 13 '29	84.24 *
84.24					FEB 16 '29	14.83	FEB 16 '29	99.07 *
99.07	FEB 16 '29	5.00—			FEB 16 '29		FEB 16 '29	94.07 *
94.07	FEB 19 '29	10.50—					FEB 19 '29	83.57 *
83.57	FEB 19 '29	10.00—					FEB 19 '29	73.57 *
73.57	FEB 20 '29	5.00—					FEB 20 '29	68.57 *
68.57	FEB 21 '29	3.13—					FEB 21 '29	65.44 *
65.40								
65.44	FEB 21 '29	6.50—					FEB '2129	58.94 *
58.94	FEB 23 '29	32.00—					FEB 23 '29	26.94 *
26.94	FEB 26 '29	3.00—			FEB 26 '29		FEB 26 '29	23.94 *
23.94	FEB 28 '29	10.00—			FEB 28 '29	208.33	FEB 28 '29	222.27 *
222.27	FEB 28 '29	22.00—					FEB 28 '29	200.27 *
200.27	MAR 1 '29	4.75—	10.00—	34.50—				
	MAR 1 '29	23.45—			MAR 1 '29		MAR 1 '29	127.57 *
127.57	MAR 4 '29	20.00—					MAR 4 '29	107.57 *

The question was taken upon the motion to recess until 10 o'clock tomorrow morning, and the motion prevailed.

SATURDAY, JUNE 22, 1929.

MORNING SESSION.

Mr. Woodruff of Wise: Mr. Speaker, I move that the House now resolve itself into the Committee of the Whole, and continue with this investigation.

The Speaker: The gentleman from Wise now moves that the House resolve itself into the Committee of the Whole to continue with this investigation. All those in favor of the motion say "Yea." (Cries of "Yea.") Those opposed, "No." The "Yeas" have it.

Mr. Webb of Ector: Mr. Speaker, is there a quorum present?

The Speaker: There has been no roll call this morning. There was a quorum last night when there was a roll call.

Mr. Webb: I want a roll call.

The Speaker: It comes too late. The last roll call was last night. Mr. Webb, I will say this: I don't mean to cut you off from roll call at all, but I just want to kind of follow the rules.

Mr. Wallace of Freestone: Mr. Speaker, point of inquiry. Roll call on what? What is the purpose?

Mr. Purl of Dallas: Roll call on what, Mr. Chairman? I just got in this morning, and I want to know what they are all shooting about here.

The Speaker: The gentleman makes the point of order there is no quorum present. At the last roll call there was a quorum present, and we don't have anything, nothing has developed to show a lack of quorum. You are now in the Committee.

Mr. Purl: And we will not be permitted to have a roll call?

The Speaker: Not at this time; not until the first opportunity when the vote comes.

Senator Price: Mr. Speaker.

The Speaker: Senator Price.

Senator Price: It is very apparent here that probably not over one-half of the membership of this House is present. The majority of this House voted this resolution for an investigation, and the majority have heard the testimony of the prosecution. Now, we have two or three important witnesses this morning, and, in all fairness, I think that the respondent ought to have the right to have at least a majority of the members of this House here to hear his testimony. It is not right for the jury that is going to pass on these matters, to cast their vote, without having heard our defense in this matter. We have no desire to hinder this proceeding or to delay it, but we do feel that we ought to have the benefit of all hearing it. It is only fair, in due process of law, that the judges and jurors who are going to pass on this matter should hear the defendant's testimony as well as that of the prosecution. We do not desire to proceed on account of these facts.

Mr. Cox of Lamar: Mr. Speaker.

The Speaker: The gentleman from Lamar.

Mr. Cox: Now, Mr. Speaker, I want to endorse everything Mr. Price says here this morning. I think the witnesses that are subpoenaed to appear before this committee or this jury are the most important witnesses to be put on the stand here. I think that the committee that is going to pass on the guilt or innocence of the respondent in this case ought to hear the testimony of most of the witnesses that are going to come before this committee during this trial.

Mr. Webb of Ector: I make a motion that the committee rise, report progress, and ask permission to adjourn until 10 o'clock Monday morning.

A Member: You mean recess.

The Speaker: The gentleman from Ector moves that the committee rise, report progress, and ask permission to take a recess until 10 o'clock Monday morning.

Mr. Pope of Jones: Mr. Speaker, I want to propound this inquiry: I think we ought to reach some kind of an agreement here by which we can quit fooling and messing around about this investigation. I want to make this inquiry: Is there not some way by which we can demand a quorum to be in this court, so that we can conclude the matter that we have under investigation?

The Speaker: Yes, sir.

Mr. Pope: I make that motion, that we either go ahead and do something or quit.

Voices: Let's quit.

Mr. Pope: If we are not going to complete the investigation, let's quit.

Mr. Harding: Mr. Speaker, will the gentleman yield?

The Speaker: Will the gentleman yield to Mr. Harding?

Mr. Pope: I will yield if he wants me to.

The Speaker: I want to answer the gentleman from Jones. If I read the rule correctly there, we can bring all the members here in this House, yes, if this House will do it. But this House will not do it.

Mr. Purl: Mr. Chairman.

The Speaker: The gentleman from Dallas.

Mr. Purl: It was spoken a few moments ago that all the members of the House ought to hear the testimony or quit, and I concur with it, I agree with it. I don't understand whether he had reference to the work of seventy-six here or the entire working body. As you know, we asked the people to come down here. About forty haven't been down here very much. I take it that Mr. Price refers to the working body of this committee, and I believe that there are in the city of Austin around one hundred members, and I believe if we should have one hundred members in the House, Senator Price would agree that that is about as much as is humanly possible. I don't think we could bring one hundred and fifty members here. I want to ask the Chair if it is possible to move for a call of the committee for the purpose of securing a quorum.

The Speaker: Yes, sir.

Mr. ———: Will the gentleman yield?

The Speaker: Will the gentleman from Dallas yield?

Mr. Purl: I yield.

Mr. ———: Mr. Speaker, don't you think that due to the fact that this is the end of the week, don't you think that the members who are absent now have gone to their homes, and it would be impossible to obtain a quorum?

Mr. Purl: I don't know. I know we had the lack of a quorum yesterday, and sent the Sergeant-at-Arms out, and I don't think a single man came in. Now, if the House wants to recess until Monday, it suits me fine. Now, here is the situation, Mr. Chairman, that this House is in, and I think this—I am trying to express this in a fair and impartial manner, to the best of my ability. Charges have been made against J. T. Robison, and the proponents of the House have put their testimony on. I submit that Mr. Robison is either guilty of these charges or he is innocent, and if he is innocent he should have a full exoneration of it, and I think for that reason we should go on with it and not leave it up in the air. Now, we have a serious duty to perform. We owe it to Mr. Robison either to exonerate him or go through with it to the end, regardless of the cost and time. Now, it is Saturday, and I think we should find some way and some means, so that when we do get on this case Monday we can carry it right through to a conclusion.

Mr. ———: Isn't it a fact that most of the members of this House live a long ways from here and haven't been here, and we have men right here now that we haven't been having here during most of the time of this investigation?

Mr. Purl: I don't think there are any in the hall right now, but are inside. While I am on my feet, Mr. Speaker, I want to ask, if it is not provided by the rules, if we cannot amend the rules to provide for mailing to each county clerk of this State a certified copy of the attendance of the members, in order that the people and that the opponents might go to the clerk and find out how they attended the Legislature?

Mr. Tillotson from Austin: If there is a quorum of the membership in the city, they can probably be brought here in forty-five minutes. If this committee goes on call now, we might stand at ease now.

The Speaker: All present please register. Mr. Graves of Williamson is present. All right, Colonel Strong, you had better come and register. We have lots of time, so the clerk will call the roll.

(The clerk thereupon called the roll at 9:52 o'clock a. m.)

Mr. Woodall of Harrison: Mr. Speaker.

The Speaker: The gentleman from Harrison.

Mr. Woodall: Mr. Speaker, since calling the roll, there are many members in town and I have no doubt we can get a quorum. And as far as I am concerned, I believe that the constituents of every man in this Legislature have the right to express and demand his attendance on the sessions of this Legislature. For that reason, Mr. Chairman, if it is in order, I move a call to secure a quorum.

A Member: Call of the Committee?

Mr. Woodall: Call of the Committee.

The Speaker: Is the call seconded? The call is seconded. All in favor of the call of the Committee for the purpost of securing a quorum say "aye." (Cries of "aye.") Opposed, "no." The "ayes" have it.

All right, a quorum is present, we have a quorum here now. Now, then, do you all call the Committee until 12 o'clock? As many as are in favor of the motion will say "aye." (Cries of "aye.") Those opposed, will say "no." The "ayes" have it and the Committee is under call until 12 o'clock. Mr. Sergeant-at-Arms, see that the doors leading into the House are secured, and go out into the city and bring in the absent members who are not sick.

Mr. Cox: Mr. Speaker.

The Speaker: The gentleman from Lamar.

Mr. Cox: Mr. Speaker, I want to move that the Sergeant-at-Arms of this House be instructed, and I want to move that the Chairman of this Committee instruct the Sergeant-at-Arms to wire every member of this House who is absent to be here Monday morning or send a doctor's certificate showing he is unable to be here.

The Speaker: As many as favor this motion—

Mr. Purl: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Purl: I want to amend the motion, to change "Sergeant-at-Arms" to "Chairman."

Mr. Cox: I accept that amendment.

The Speaker: All in favor of the motion will say "aye." (Cries of "aye.") Those opposed, "no." There being ninety-eight "ayes" and two "noes," the Chairman will comply. The Committee will now be in order.

Senator Price: Are you ready to proceed?

The Speaker: Yes, just as soon as I can get a little better order. Now, gentlemen, please get located so that we can proceed without much noise.

Mr. DeWolfe of Mills: Mr. Chairman, I would like to move that the Committee reconsider the vote by which the Chairman of the Committee was ordered to wire the absent members to be here Monday. It looks to me like that is a foolish expenditure of money. If these men are able to be here, they will be here.

Mr. Purl: I move to table the motion.

The Speaker: The question is on the motion to table the motion to reconsider. As many as are in favor will say "aye"—

Mr. DeWolfe: Mr. Chairman and Gentlemen of the Committee—All I have to say is this: It is just simply spending money unnecessarily. If these men could possibly be here, why, they are going to be here without any wire. If they are off on any important business, the fact that you send them a wire is not going to bring them here. If the committee wants to spend that money—

Mr. Purl: Will the gentleman yield?

Mr. Williams of Travis: Don't you think that court business is more important business than personal?

Mr. DeWolfe: I don't know.

Mr. Purl: Will the gentleman yield?

Mr. DeWolfe: Yes.

Mr. Purl: Mr. DeWolfe, we passed a bill, this Legislature, making it mandatory on a judge to continue a case if a member of the Legislature is chief counsel. Furthermore, we passed an amendment here, giving each member $15 for telegraphic and phone messages. I would be willing to have charged two of those telegrams to my account.

Mr. DeWolfe: I believe they should send them collect.

(The Speaker put the motion to table the motion to reconsider, and the motion to table prevailed.)

The Speaker: Let's all be in order.

M. ———: I just want to say, if it is necessary, you can use $10 of my account to send these telegrams. I am not going to use any of it.

The Speaker: All right.

Mr. Albritton of DeWitt: Mr. Chairman, you can use $15 of my phone money, if you want to.

The Speaker: All right. Now, gentlemen of the Committee, we are under call until 12 o'clock, and counsel for respondent report they have several important witnesses, and if you will give give good attention I am sure we can get in this testimony and move that far along in this investigation. Now, who is the next witness?

Senator Price: Dr. J. M. Robison.

The respondent called Dr. J. M. Robison, who was sworn by the Speaker and who testified as follows:

Direct Examination.

(Questions by Senator Price):

Q. State your name, Dr. Robison.

A. J. M. Robison.

Q. Where do you live, Dr. Robison?

A. Houston, Texas.

Q. How long have you lived in Houston?

A. Five years and two—three months.

Q. What is your profession or calling?

A. I am a physician and surgeon, specializing in the diseases of the eye, ear, nose and throat.

Q. Are you a graduate of any medical school or college?

A. Of the University of Texas, in 1920.

Q. How long have you been practicing?

A I have been active in the practice of medicine since April 4, 1925—no, 1924.

Q. 1924? How long have you been

practicing as a specialist in eye, ear, nose and throat diseases—all that time?

A. Yes, all of that time. Of course, I was in preparatory work for about four years previous to April, 1924.

Q. That is, as an interne?

A. Interne in a hospital.

Q. Where?

A. New York.

Q. Are you related to Land Commissioner J. T. Robison?

A. Yes, sir, I am his eldest son.

Q. How many brothers and sisters have you, Doctor?

A. I have one brother living and one brother dead, and one sister dead.

Q. Where did you liye, Doctor, before going to Houston?

A. I lived in Austin until 1915.

Q. Where were you born, Dr. Robison?

A. In Austin, Texas.

Q Do you recall, Dr. Robison, the occasion when your father was taken ill at Del Rio, in July or August, 1925?

A. Yes, I do. The best I remember, it was the latter part of August, 1925.

Q. Were you living at Houston at that time?

A. Yes, I was practicing medicine there then.

Q. How did you find out that your father was ill?

A. By a telephone message from my mother, about 10 o'clock that night, that he was seriously ill, was taken ill the day before, I believe—two days before, something like that.

Q. Where was he at that time, your father?

A. He was in Del Rio—in a hospital at Del Rio.

Q. What was he doing out there, what character of work?

A. He was reappraising State land, I understood.

Q. After you got this message, what did you do?

A. I immediately went—caught the train and went to him.

Q. Went where?

A. Went to Del Rio.

Q. Well, what did you do when you got down there?

A. Well, I found him very critically ill and decided that he should be operated on immediately, and got him on the first train to San Antonio and took him to the hospital in San Antonio.

Q. How many doctors did you have with him, including yourself?

A. Well, I believe—I think he had two doctors in Del Rio, as I remember; and in San Antonio he had Dr. Joe S. Wooten; he was called in consultation, after, I think, I phoned him from Del Rio to meet us in San Antonio; and Doctor—we got, we sent for Dr. Charles Venable, a very capable surgeon of San Antonio; he was the one that operated on him; and we had an anaesthetist, as I remember, his name was Adams; my memory is not clear on that point; there were one or two assistants to Dr. Venable—laboratory technician, and hospital attaches, and possibly another doctor to consult in San Antonio, also. My memory is not clear on that.

Q. Now, which one of the surgeons performed the operation?

A. Dr. Venable, of San Antonio.

Q. What was the matter with the Commissioner?

A. When he was taken ill, it started with a case of indigestion, which caused a marked congestion of the pancreas, of which the ordinary term is "sweetbread" of the stomach, and this congestion caused hemorrhage, which, of course, caused him great pain and knocked him out. And then he had to ride in a Ford automobile about seventy-five miles into Del Rio, and this hemorrhage brought on a blood clot, abscess; it was this abscess which he was operated on for, and drained.

Q. The doctors thought at first that he had a gall gladder trouble, didn't they?

A. No, some of the doctors did.

Q. I mean some of them did? What was your diagnosis?

A. Just as I have answered, that he had a hemorrhage in the passage.

Q. Doctor, was that operation for this abscess a major—what you would call a major or a minor operation?

A. It was a major operation. The doctor that did the operation said he had never had but one like it before, so he told me, and they are all fatal—usually they are, on account of the fluid of the pancreas, which was the digestive ferment in it; if an abscess forms and the pancreas is opened and this drains out, it digests the walls of the pancreas and also the muscles, skin and walls, so it is digested away and the patient dies from malnutrition.

Q. How long was Mr. Robison in the hospital at San Antonio?

A. I don't remember exactly. I left San Antonio just a few days after he was operated on, when he was convalescent, and I left him in care of my brother—younger brother.

Q. Now, Doctor, from your experience—from your experience as a physi-

cian, and from your knowledge of your father's condition, I want to ask you whether, in your opinion, journeying around in that Ford car, over West Texas, reappraising lands, and considering the type of food that he was eating at that time, I want to ask you whether or not in your opinion that helped to bring on or aggravate his physical condition?

A. Well, we had a complete discussion of that point at the time when we were trying to arrive at a diagnosis of what was wrong with him, and that was the main reason for calling for Dr. Joe Wooten of Austin, in consultation, because he had cared for my father for several years, and father occasionally had an attack which he thought was one of the stomach while he was reappraising this land. After my examination, I disagreed with him, and I felt this was an acute condition, the reaction of which he had never had before: he had a condition which a man rarely ever recovers from, and if he had had it before, he ordinarily would have died, more than likely would have died unless he had gotten attention immediately. So that was the reason we had Dr. Wooten over there. I felt that the reason that he had this attack was that while he was on this journey he ate some food which caused an attack of indigestion—and, by indigestion, I mean the food was not properly cared for in the stomach, it couldn't be digested; that caused a marked reaction in the stomach, and in all the appendages of the stomach—that is, the other glands that function at the same time the stomach was, and that that reaction was manifested by engorgement, filling with blood, and would be an apoplexy of the pancreas and hemorrhage and the resulting abscess.

Q. You knew, did you not, that he was on a diet at that time?

A. Yes, I knew that he had been restricted in his diet considerably at that time, for a considerable time.

Q. Now, Doctor, it has been charged here, in substance, in an affidavit filed before this House, that your father paid to you a thousand dollars out of this one cent fund, and that you appropriated it for personal uses,—that is, to be plain about it, it is charged that he gave you a thousand dollars out of this fund. Is that true or untrue?

A. It is true that I had a thousand dollar check which he wrote before he was operated on, and I deposited that check in a bank in San Antonio, to be used for the expenses of his illness.

Q. Well, did you get, did you retain any part of that money?

A. None whatever—I received no personal benefit from one cent of it.

Q. How is that?

A. I say I received no personal benefit from one cent of it.

Q. You made no charge for your services?

A. No. I didn't render my father a bill; and I have never heard of a doctor that charged his father for medical services.

Q. And you did not get the benefit of one cent of that thousand dollars?

A. No, I did not.

Q. I will ask you has your father at any time given you or paid over to you any money out of the public funds, for your special benefit?

A. Absolutely not.

Q. I will ask you to look at this check here, Doctor, and see if you can identify it as the thousand dollar check that you have just mentioned? (Check to witness.)

A. (After examining check.) It is my signature on the back of the check.

Q. Well, that is the check, isn't it?

A. Yes, that is the check, you can tell by the handwriting there, that the check was made out, and the man was pretty sick when he made it out.

Q. Were you present when Mr. Robison executed this check?

A. I was not only present, but I helped to support the book he was writing on when he wrote the check.

Q. Now, this check is made payable to "Cash," it reads like this: "Austin, Texas, August 31, 1925. Texas Bank & Trust Company. Pay to the order of cash $1000.00—One Thousand Dollars. J. T. Robison, Special;" and down in the left-hand corner is the notation, "Expense, J. T. Robison."

Senator Price: Can you members there in the back of the hall hear this all right? Mr. Cox, can you hear this testimony back there all right?

Mr. Cox: We can hear it.

Q. Now, then, what did you do with this check, Dr. Robison?

A. I took this check to the—to a bank in San Antonio.

Q. To what bank?

A. The National Bank of Commerce, San Antonio, is where it was deposited; there was some individual there identified me, I don't know who he was, he identified me and I placed that check in the bank.

Q. Now, to whose credit did you place it?

A. Under my own name.

Q. Did you commence then to execute checks, or issue checks on that deposit?

A. I did; I wrote checks whenever it was necessary to write them, as long as I was in San Antonio; I stayed there several days after my father was operated on.

Q. For what purpose did you issue those checks?

A. Only to pay the expenses that were incident to his illness.

Q. Did you issue checks, or did you use any of that money for any other purpose on earth?

A. I did not.

Q. I have here, Doctor, a letter from Mr.—what is the name, let's see, I can't read that,—from S. R. Knight, Assistant Cashier of that bank; and I have also here a list of the checks issued by you from the time the deposit was made until the account was ended. I will get you to examine those checks, Doctor. (Handing a number of checks to witness.)

A. Do you want me to read them all?

Q. No, first just see if they are your checks.

A. (After examining checks.) My signature appears on all of them.

Q. Now, then, what was the amount of money that you actually deposited in your credit?

A. $1000.00. It was a check.

Q. Well, I understand that; but how much did you actually get into the bank?

A. The statement says, $999.25. Evidently seventy-five cents was charged for exchange on the check, which I did not know about.

Senator Price: Now, then, we want to introduce this, Judge Allen. Here is a statement of the account, prepared by the banker, Mr. Knight. I will just read this. It says, "National Bank of Commerce, San Antonio. Name, Robison, J. M., M. D."

Mr. Allen: Pardon me just a moment. I presume you are going to introduce that original voucher?

Senator Price: Yes, sir, all of it—yes.

Mr. Allen: Yes, sir.

(Senator Price thereupon read the statement in evidence, which was marked for identification Exhibit 62, and which is as follows, towit:

Statement of Account

NATIONAL BANK OF COMMERCE

Name: ROBISON, J. M., M. D.

Address .....

Statement of your account from Aug. 31, 1925 to Sept. 21, 1926.

Checks In Detail			Date	Deposits
Balance Brought Forward—				
			Aug. 31	999.25
100.00			Sept. 3	
40.00			Sept. 8	
71.00			Sept. 9	
120.00			Sept. 9	
225.00	17.50	40.00	Sept. 11	
30.00	5.00		Sept. 12	
139.52			Sept. 15	
26.00			Sept. 16	
100.00	85.23		Sept. 21 '25	

Balance

Account Closed.

(Stamped)

Please examine this statement upon receipt and report at once if you find any difference so that the National Bank of Commerce of San Antonio may know definitely whether their books agree with your own. If no error is reported in ten days, the account will be considered correct. All items are credited subject to final payment.

Ex. 62—HLG.)

* * * *

Senator Price: We will now offer these checks—he has identified them.

Q. Now, commence there and just read that check, Doctor, that first one; and then put it under and we will take up the next one?

A. This first check was of the date of September 3rd, made out to "Cash," $100.00, with my signature. In the corner of this check I have here, it says, "For Railroad Fare and Incidental Expenses of my Father," in ink; all these checks are written in ink.

(The check just above identified by the witness was marked for identification "Ex-63" and is as follows:

"San Antonio, Texas, Sept. 3rd, 1925.

NATIONAL BANK OF COMMERCE

of San Antonio 30-11

Pay to Cash Or Bearer $100.00

One hundred and no/100 .....Dollars.

J. M. Robison, M. D.

For R. R. Fare and incidental expenses of my father.

(Stamped) National Bank of Commerce, San Antonio, Tex. Teller 2, Sep 3 1925.

(Perforated) "Paid." Ex-63.)

A. The next check is dated September 4th, 1925. A check to Mrs. Ethel Deaver, $40.00, with my signature to it. A memorandum in the corner, "For services rendered my father."

Q. Who is Mrs. Deaver?

A. The best I remember, she is a nurse who took care of my father.

Q. When he was sick there?

A. Well, when he was sick there, yes.

(The check just above introduced was marked for identification "Ex-64," and is as follows, to-wit:

THE CITY NATIONAL BANK
Of San Antonio.
Established 1899.

Demand .... Days Sight
Documents Attached. 11-30-1.
Customers' Draft. No. ..
San Antonio, Texas, Sept. 4th, 1925.
Pay to the order of Mrs. Ethel Deaver $40.00
Forty and no/100 .....Dollars
Value received With exchange & collection charges.
J. M. ROBISON, M. D.
To National Bank of Commerce,
San Antonio, Texas.
For services rendered my father.
(Endorsed): (pencil)
Mrs. Ethel Deaver,
503 Augusta.
(ink) J. L. Nix.
(Stamped) Paid Sep. 8, 1925. Through San Antonio Clearing House. Guaranty Bond State Bank.
(Perforated: "Paid.")
Senator Price: All right.

A. That is September 4th. Here is a check made to Lee Surgical Hospital, $71.00, with my signature, for services rendered my father. That was evidently for room—operating room—I imagine about that time I paid the cost of the operating room, and surgical dressings, or whatever was incident, probably blood examinations and laboratory examination, something to that effect; I remember, that was back on September 8, 1925, I can't remember the details of each one of these.

(The check just above identified by the witness was marked for identification "Exhibit 64," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio.
Established 1899.

Demand .... days sight
Documents Attached. 30-1 11.
Customers Draft. No. ..
San Antonio, Texas, Sept. 8th, 1925.
Pay to the order of Lee Surgical Hospital $71.00
Seventy-one and no/100 .....Dollars
With exchange & Collection Charges.
J. M. ROBISON, M. D.
Value Received.
To National Bank of Commerce,
San Antonio, Texas.
For services rendered my father.
(Endorsed):
(Stamped) Pay to the order of City National Bank 146 of San Antonio, Texas, Lee Surgical Hospital.
Marked "Paid" Sep 9 1925 Through San Antonio Clearing House. City National Bank."
(Perforated): "Paid." Exhibit 64.)

A. The next check is dated September 4th, 1925, to Miss Lydia Beal, $40.00.

Q. Who is Miss Lydia Deal?

A. She is one of the nurses, as I remember; I don't remember the names of all those nurses that were there—of course, we had a day nurse and a night nurse, as is customary with serious illness.

Q. Did you make a notation on that check?

A. Yes, sir; it has "For services rendered my father," on the bottom of it.

Senator Price: We offer that in evidence.

(The check just above identified was marked Exhibit 65, and is as follows):

THE CITY NATIONAL BANK
Of San Antonio.
Established 1899.

Demand .... Days Sight
Document Attached. No. ....
Customers Draft.
San Antonio, Texas, Sept. 4th, 1925.
Pay to the order of Miss Lydia Beal $40.00
Forty and no/100 .....Dollars
With exchange and collection charges.
J. M. ROBISON, M. D.
Value Received.
To National Bank of Commerce,
San Antonio, Texas.
For services rendered my father.
(Endorsed): Lydia Biel.
(Stamped) Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 19, 1925. The City National Bank of Corpus Christi, Corpus Christi, Texas. Stamp of San Antonio Clearing House, Sept. 11, 1925.
(Perforated "Paid.")

A. The next check is to Dr. R. S. Adams, written on September 8th, for the sum of $17.50, with my signature, and a memorandum, "For services rendered my father." As I remember, Dr. Adams gave my father the anesthetic

when he was operated upon. However, he may have been a laboratory technician. However, I believe, that was for the anesthetic.

(The check above identified was marked for identification "Ex-66," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio.
Established 1899.

Demand .... Days Sight,
Documents attached.
Customers Draft. No. ....
San Antonio, Texas, Sept. 8th, 1925.
Pay to the order of Dr. R. S. Adams $17.50
Seventeen and one half.....Dollars
With exchange & Collection charges
J. M. ROBISON, M. D.
Value Received.
To National Bank of Commerce,
San Antonio, Texas.
For services rendered my father.
(Endorsed): Dr. R. S. Adams.
(Stamped) Commonwealth & Trust Co. 16. Sep. 11, 1925. Pay through San Antonio Clearing House, San Antonio, Texas.
(Perforated) "Paid." Ex-66.)

A. The next check is dated September 9th, for the sum of $120.00, made payable to cash, for expenses of my father, with my signature to it. The next check—

Q. Now, wait just a minute. That one was dated September 9th?

A. Yes.

Q. Now, that money went for what purpose?

A. The only record I have of it there is for services rendered my father.

Q. Well, you did not appropriate any of this money, did you?

A. No, I did not; in fact, I don't believe I filled out the amount of that up there myself. Let me see the back of that (examining back of check). This is evidently—I left San Antonio, as I remember, after my father was operated about August 31st, as I remember, I stayed in San Antonio at his bedside for a number of days, I don't remember exactly how long, and then went home; and I got a letter from my mother saying they needed some more money to take care of my father out of this expense account; it wasn't possible for me to go back to San Antonio at that time, so I signed two or three, or half dozen, blank checks, and mailed them to her, or to my brother, I have forgotten which—I had a younger brother who was looking after him after I went home. This check, which is made to cash, that I just read, does not have the same handwriting on it as the signature, this apparently is one of those checks that was filled out, in the sum of $120.00, made to cash, and I have, in my own handwriting, in the corner of this check, "For expenses of my father," and my signature is on it.

Q. In other words, that was issued for the same purpose as you issued those before them, for expenses of his sickness?

A. And this check was endorsed by my brother—my younger brother.

Senator Price: We offer that in evidence.

(The check just above identified was marked for identification "Ex-67," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio. 30 1 11
Established 1899.

Demand .... days sight
Documents attached
Customers Draft No. ....
San Antonio, Texas, Sept. 9, 1925.
Pay to the order of Cash.....$120.00
One Hundred and Twenty .....Dollars
With exchange & Collection Charges.
J. M. ROBISON, M. D.
Value Received.
To National Bank of Commerce,
San Antonio, Texas.
For expenses of my father.
(Endorsed):
J. T. Robison, Jr., M. D.
(Stamped, perforated) "Paid."
Exhibit 67.)

Q. All right. What is the next one?

A. This is a check on September 9th, 1925, for $26.00, to Miss Lydia Biel, with my signature and "For services rendered my father." She is probably a nurse—evidently one of the nurses.

(The check was marked for identification "Exhibit 68," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio
Established 1899.

Demand .... days sight,
Documents attached.
Customers Draft. No. ....
San Antonio, Texas, Sept. 9, 1925.
Pay to the order of Miss Lydia Biel $26.00

Twenty six and no/100 .....Dollars
Value received.
J. M. ROBISON, M. D.
To National Bank of Commerce,
San Antonio, Texas.
For services rendered my father.
(Endorsed): Lydia Biel.
(Stamped): Pay to the order of any bank, banker or trust company. All prior endorsements guaranteed. Sept. 15, 1925. The City National Bank of Corpus Christi, Corpus Christi, Texas.
(Stamped): "Received payment through San Antonio Clearing House. Frost National Bank, Sept. 16, 1925."
(Perforated): "Paid.")

A. All right, another check, September 9th, in the sum of $30.00, to Miss Prather.

Q. Who is Miss Prather?

A. She was one of the nurses who was attending my father. You see, I have several checks here written on September 9th. Apparently, that was about the time I left San Antonio, and I tried to settle up all the outstanding bills that were due at that time.

(The check just above identified was marked for identification "Ex-69," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio.
Established 1899.

Demand ....days Sight
Documents attached.
Customers draft.
Pay to the order of Miss
Praython $30.00
Thirty and no/100 .....Dollars
With exchange & collection charges.
Value Received.
J. M. ROBISON, M. D.
To National Bank of Commerce,
San Antonio, Texas.
For services rendered my father.
(Endorsed) Hazel Prather.
(Stamped, perforated) Paid.
(Stamped) Paid Sep 12 1925.
Through San Antonio Clearing House.
Ex-69.)

Q. What is the next check?

A. Another one of September 9th, to Porter Loring Undertaking Company, for the sum of $5.00.

Q. What was that for, if you remember?

A. That was for transporting my father from the train to the hospital, on the morning they arrived there, and I had a notation in the corner of that check, "For services rendered my father."

(The check just above identified was marked for identification "Ex-70," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio.
Established 1899.

Demand .... Days Sight,
Documents attached.
Customers Draft. No. ....
San Antonio, Texas, Sept. 9th, 1925.
Pay to the order of Porter Loring
Undertaking Co. $5.00
Five and no/100.....Dollars
With exchange & Collection Charges.
J. M. ROBISON, M. D.
Value Received.
To National Bank of Commerce
San Antonio, Texas
For services rendered my father.
(Endorsed) Pay to the order of City National Bank, San Antonio, Texas. Porter Loring.
(Stamped) Paid Sep. 12, 1925, through San Antonio Clearing House. City National Bank.
(Perforated): "Paid.")

A. The next check is a check that I signed apparently in blank, made out to cash, $225.00. The writing on the check is not the same as my writing. It says, "For expenses of my father." It is countersigned by my brother.

Q. He is a physician also?

A. Yes, he is a physician practicing in Connecticut.

(The check just above identified was marked for identification "Exhibit 71," and is as follows:

THE CITY NATIONAL BANK
Of San Antonio 30 1 11
Established 1899.

Demand .... Days sight
Documents attached.
Customers Draft. No. ....
San Antonio, Texas, Sept. 11, 1925.
Pay to the order of Cash.....$225.00
Two Hundred and twenty five
and no/100 .....Dollars
With exchange & collection charges
Value Received
J. M. ROBISON, M. D.
To National Bank of Commerce,
San Antonio, Texas.
For expenses of my father.
(Stamped) National Bank of Commerce, Sept. 11, 1925, San Antonio, Texas. 1.
(Endorsed):
J. T. Robison, Jr., M. D.
(Perforated) "Paid.")

A. Another check here, made to the Lee Surgical Hospital, September 12th, in the sum of $139.52. The handwriting in the filling in of this check, Lee Surgical Hospital, is not the same as mine. My signature is on the check, and in the corner of the check is written, "For expenses of my father."

(The check just above identified was marked for identification "Exhibit 72", and is as follows:

THE CITY NATIONAL BANK 30 1 11
of San Antonio
Established 1899

Demand....days sight
Documents attached.
Customers Draft.
San Antonio, Texas, Sept 12 1925 No....
Pay to the order of
Lee Surgical Hospital $139.52
One Hundred and Thirty Nine & 52/100 Dollars.
With exchange & collection charges
Value Received
J. M. ROBISON, M. D.
To National Bank of Commerce,
San Antonio, Texas.
For expenses of my father.
(Endorsed) Stamp of: Paid Sept. 15, 1925, through San Antonio Clearing House. City National Bank.
(Perforated) "Paid.")

A. The next check is September 21, 1925, for the sum of $100.00, made to Mrs. J. T. Robison. That handwriting isn't the same as mine, I didn't fill that in there; but it has my signature on it, and is one of the blank checks that I signed over there in San Antonio for my mother to get the money to take care of my father's expenses.

Q. After you left and went back home?

A. After I left and went back home. That was on the 21st; I am certain I wasn't there on the 21st, and it is made on the Houston Clinic check, which is the name crossed out—it is a draft on the Houston concern, with the Houston concern crossed out and substituted National Bank of Commerce, San Antonio, Texas, and that was signed J. M. Robison.

Q. You gave that to your mother, did you?

A. I sent her this check, to be used as she saw fit to take care of my father; I signed it in blank.

(The check just above identified was marked for identification "Exhibit 73", and is as follows:

"Houston, Texas, 9-21-25 189.
Pay to the
order of THE HOUSTON CLINIC
(Drs. Thorning,Howard, Stokes & Cruse)
$100.00
Mrs. J. T. Robison Dollars
J. M. Robison, M. D.
Address Houston Clinic
Houston, Texas.
National Bank of Commerce,
San Antonio, Texas.
(Stamped on face of check): San Antonio National Bank of Commerce, Sept. 21, 1925. San Antonio, Texas.
(Endorsed): Mrs. J. T. Robison.
(Perforated) "Paid."
(Ex-73.)

A. The next check is dated September 21, 1925, which I think is the same as the one just previous, is a blank check which I filled out in Houston, and sent to San Antonio, in the sum of $85.23, made out to "J. T. Robison, account," which evidently my father drew out the balance of the money which was left in this account and placed it to his own account, and that check, which was not necessarily endorsed—it was not endorsed.

(The check just above identified was marked for identification "Exhibit 74", and is as follows:

Houston, Texas 9/21/25 192
Pay to the $85.23
order of THE HOUSTON CLINIC
(Drs. Thorning,Howard,Stokes & Cruse)
J. T. Robison's acct. Dep only Dollars
National Bank of Commerce
San Antonio, Texas.
J. M. Robison, M. D.
Address Houston Clinic
Houston, Texas.
(Endorsed): No endorsements.
(Perforated) "Paid.")

Judge Freeman: Senator Price, a member of the committee desires to examine the checks.

(Thereupon Representative Snelgrove came to the reporter's desk and examined the checks.)

* * * *

Q. Now you have gone over these checks, Dr. Robison, and we have heard—that is, you have read into the evidence all of these checks, and they add up the sum of $999.25, do they not?

A. I haven't added them up, but those are all the checks that have been returned—I suppose they do, because that is all that we have available—I

am sure they do—you can add them up right away and find out.

Senator Price: Now just at this point, if there is any other member of this committee who desires to examine any of these checks, why, come forward, and we will be glad to show them to you.

Q. Are you acquainted with Mr. S. R. Knight, Assistant Cashier of the National Bank of Commerce of San Antonio?

A. No, I do not know the gentleman.

Senator Price: We have here, Judge Allen, a letter from Mr. S. R. Knight, addressed to Mr. J. T. Robison, showing the opening of this account, and showing the checks. We would like to introduce that.

Mr. Allen: It is not admissible, but we will probably make no objection to it.

Senator Price: I understand.

Mr. Allen: It would be hearsay.

Senator Price: We have proved—

Mr. Allen: Have you checked it, and do you know it is correct?

Senator Price: Yes, it is correct.

Mr. Allen: We will make no objection to it—it is hearsay testimony, but we will make no objection to it.

Senator Price: Well, the heading of the letter is the National Bank of Commerce, with the names of the officers and directors, etc. (Reading letter, as follows, which letter was marked for identification "Exhibit 75" and is as follows, to-wit:

"San Antonio, Texas,
June 13, 1929.

Mr. J. T. Robison
Care General Land Office
Austin, Texas
Dear Sir:

In accordance with your request over the long distance phone, we are enclosing you herewith statement of the account of Dr. J. M. Robison from August 31, 1925, to September 21, 1925, showing same to have been closed.

This account was opened with an initial deposit on August 31, 1925, and no subsequent deposits were made. The following checks were drawn against the account:

Dated	Payable to	Amount
9 3 25	Cash—R. R. Fare and expenses my father	$100.00
9 4 25	Mr. Ethel Deaver—services rendered my father	40.00
9 8 25	Lee Surgical Hospital, services rendered my father	71.00
9 9 25	Cash—expenses of my father	120.00
9 11 25	Cash—expenses of my father	225.00
9 8 25	Dr. R. S. Adams, services rendered my father	17.50
9 4 25	Miss Lydia Biel, services rendered my father	40.00
9 9 25	Miss Prather, services rendered my father	30.00
9 9 25	Porter Loring Undertaking Co., services rendered my father	5.00
9 12 25	Lee Surgical Hospital, expenses rendered my father	139.52
9 9 25	Miss Lydia Biel—services rendered my father	26.00
9 21 25	Mrs. J. T. Robison	100.00
9 21 25	J. T. Robison acct	85.23
		$999.25
	Initial deposit, August 31, 1925	$999.25

With best wishes, we remain,
Yours very truly,
S. R. KNIGHT,
Assistant Cashier.

SRK.t
Encls.
Reg.
'Ex. 75.")

Q. Now, Doctor, were all the members of your family—that is, the children of Mr. J. T. Robison—present at the time or during a part of the time of his illness in San Antonio?

A. They were all present there; I don't know that they were all there all the time, but at some time all of them were there—that is, there wasn't anybody missing from his bedside.

Q. Now, you say this other brother that is a physician, what is his name?

A. He is J. T. Robison, Jr.

Q. And where does he live now?

A. He now lives in New London, Connecticut, practicing physician, specializing in diseases of the eye, ear, nose and throat.

Q. Where did he graduate?

A. He graduated from the University of Texas about 1923, or '4.

Q. How did you boys get through school—did Mr. Robison pay it, or did you work your way through?

A. He helped us the best he could, but we both worked our way through school.

Q. You worked your way through school?

Mr. Allen: Judge Sinks, we will interpolate an objection, just in the economy of time, to matters of that kind. It is already in evidence, and never was

pertinent or relevant to any issue in the case—how these boys' educations were paid for long prior to these transactions. I am only interposing objections to save time. There is no dispute about that, it is already in evidence, and we will object to it because it is irrelevant.

Senator Price: Well, if you will make this technical objection, Judge, it is all right. I want these members to have just as good a picture of this family and the relations as possible.

Mr. Allen: I make the objection. But I don't make objection on anything that has a bearing on this case, directly or indirectly.

Senator Price: I think that has a bearing on the credibility of the witness—the fact that a boy has worked his way through school is for him and not against him.

Q. Very well. Now, your brother, the young doctor, was there part of the time and you were there part of the time; and, of course, your mother, Commissioner Robison's wife, was there part of the time?

A. Yes, that is so.

Q. During his illness—and, I believe, you stated that he was in the hospital about twenty-one days, as you recall it—

A. That is approximately correct, as I remember it.

Q. Yes. Now, after that time, and he came back to Austin, who took charge of him then—that is, what physician?

A. I think Dr. Joe S. Wooten of Austin did, if I remember.

Q. I believe that is all.

Senator Price: Any questions, Mr. Smith or Mr. Moses?

Mr. Moses: No, sir.

Cross-Examination.

By Mr. Allen:

Q. Doctor, I will ask you just a few questions relating to the matters you have been interrogated about. The check that your father gave you on August 31, 1925, for $1,000.00, that you made this deposit with, was drawn by him on the Texas Bank & Trust Company of Austin, wasn't it?

A. That is what the check says; it was drawn on the Texas Bank & Trust Company.

Q. Yes. I just want the record to show. (Handing check to witness.)

A. Why, sure, I didn't know what bank it was myself.

Q. And your father's signature to the check, in drawing that check on that account, was signed "J. T. Robison, Special?"

A. Yes, I remember that very well.

Q. Now, you took that check for a thousand dollars before he was operated on that night, didn't you?

A. No, I will tell you. I got to the hospital about 4:00 o'clock in the morning, as I remember—that train gets into San Antonio from Del Rio after 4:00; we got there and he was operated, as I remember, about 9:00 o'clock.

Q. That morning?

A. That same morning.

Q. That same morning?

A. Yes, sir. It was 4:00 o'clock a. m. when he got into San Antonio, you see, and then at 9:00 o'clock of the same day he was operated on.

Q. Now, let's see if we cannot straighten that out. Isn't it true he was already in the hospital at half past 1:00 or 2:00 o'clock in the morning, and Dr. Wooten got there and was in conference with you and the others, and reached the conclusion there was no necessity for an emergency operation, and Dr. Wooten went on away, and the operation took place the next morning about 6:00 o'clock, after he left?

A. That is all very true. I said I got there about 4:00 a. m., because I thought it was about that time—I don't know what time the train got in, it might have got in at 1:00 or 2:00.

Q. If Dr. Wooten consulted you and the other doctors along about half past 1:00 or 2:00, he would have to have arrived at the hospital before you, wouldn't he?

A. Well, that is true. It was about four years ago, I know it was night, and I do know he was operated on in the morning following—the same morning that he got there, about 9:00 o'clock, as I remember.

Q. Yes? All right. Assuming that you got there along about the middle of the night, some time after 1:00 o'clock—this check was given you prior to the time, between that time and the time the operation was performed, is that right?

A. As I remember, it was given me the same morning he was operated, right shortly before his operation.

Q. Shortly before his operation, that is what I am getting at. And that check was made payable to cash?

A. Yes, sir, that is the check.

Q. And you endorsed the check at the time you deposited it in the National Bank of Commerce, the San An-

tonio bank, identified by this man you have spoken of—

A. Yes, sir.

Q. —and referred to. Now, while you were there, during the several days you were there, you gave checks for different sums of money out of this money your father had given you, in payment of the items you have mentioned?

A. Yes.

Q. Then you left and went on back to Houston?

A. That is correct.

Q. After you got back to Houston, your mother wrote you that they needed more money out of this fund with which to bear expenses, and you then wrote some half dozen checks, signing them, dating them, signing them in blank, and sent them to your mother—is that it?

A. As I remember, I don't know whether I dated them or not. I signed the checks and sent them to her, or to my brother, I don't remember which.

Q. All right. Every one of these checks has got, in your handwriting, "For services rendered my father"?

A. Answer, "For services rendered my father," on all of them I wrote myself.

Q. Yes, sir. Now, you wrote on these checks that you signed in blank, although you didn't know the items they were going to be given for, or whom they were going to be given to, you wrote on these checks, "For services rendered my father," too, didn't you?

A. No, sir, I didn't write it on all of them.

Q. Well, let's see—

A. I don't say I wrote on all of them, "For services rendered my father" on all of those checks.

Q. Well, let's see, we will find that out. (Examining checks.) Now, on all the checks except the one that your father cashed and the one your mother cashed—I will ask you to look and see if there wasn't a memorandum to the effect that it was for services rendered to your father, and if you wrote it on them? If you did not, let us know. (Handing checks to witness.)

A. (After examining checks.) They are on all but two checks.

Q. Who wrote it on them?

A. I wrote it on them.

Q. All right. Now, there are a number of these checks that at the time you wrote them just had your signature and were left blank, and at the time you put your signature on you put "For expenses of my father," on them. Now, at the time that you put "For expenses of my father" on it, you didn't even know who was going to get the check or what they would get it for—did you, Doctor?

A. I certainly did.

Q. When your mother wrote you she had other bills to pay, did she state to you what bills they were?

A. For expenses for my father, and I gave it to her.

Q. And the checks you filled out were to be filled in, they were in blank?

A. They were signed by me, and for expenses for my father.

Q. Yes, but at that time the payees in those checks had not been named in many of them?

A. Wait a minute, let me see what they are. Those two you have in your hand are among those.

Q. Well, they are different kinds of checks?

A. Well, I sent her these to San Antonio from Houston; that is a hospital concern named there (indicating on check) that has been scratched out and the National Bank of Commerce put in.

Q. I see that.

A. All right. Now, when I left San Antonio, understand, I probably filled out one or two checks and left with her, written on the City National Bank of San Antonio, and left her those checks in San Antonio; and when I got back over there, she wrote me she needed more checks and I sent her some from Houston to the National Bank of Commerce—I mean—

Q. Well, let's just understand one another, that is all I am trying to do. In your direct examination you told about paying different items while you were there, and about then returning to Houston, and you said you received a letter from your mother telling you that there were other expenses that would have to be paid out of that fund, and that you sent her some half a dozen, probably, checks, signed in blank. Now, are you mistaken about the number, or do you still say there were some half dozen?

A. There may have been a half a dozen, I don't know.

Q. Sent from Houston?

A. Sent from Houston, sent to her.

Q. Yes.

A. And I apparently, when I left San Antonio, I signed one or two or three checks, I don't remember how many.

Q. I am not inquiring about that now.

A. And I left them with her.

Q. Yes, you left them with her. Now, this half a dozen you sent from Houston, less two of them, then would be about four of them, wouldn't there?

A. No, sir, I never had a check like that in Houston; this check I filled out in San Antonio apparently, and left it there.

Q. In other words, you signed some there in blank and left with your mother at the time you left?

A. Yes, sir.

Q. Now, at the time you signed these checks and put "For expenses of my father," of course, you intended them to be used for expenses, of course, but at that time you didn't know who would use or get these checks, or what they would be paid for, did you?

A. I certainly did; I had enough belief in my mother—

Q. I understand that, Doctor, you had implicit confidence in your good mother; but she was going to have to fill them out, as those things came to her, and, of course, you couldn't anticipate who was going to get the checks, or what they were going to get them for; in other words, you relied on her, naturally, to fill them out right—is that correct?

A. Yes, sir, perfectly correct.

Q. And relying on that, you put "Expenses for my father," although you didn't know what specific debts were going to be paid with it at the time you put that on?

A. I knew debts would be the reason they needed the money for.

Q. I know that, but my question is, you didn't know at the time you put that on which particular debts she was going to pay?

A. Well, I did know to some extent, to this extent: There were nurses employed and who were waiting on my father at the time I left; those nurses had to be paid, they needed their money, and other bills arising there for medicine; and then we knew the various and sundry things that had to be paid, and the hospital had to be paid weekly in advance, something like that, and I knew that this money was going to be paid for my father's expenses when I gave it to my mother to be used in that way.

Q. You gave her the blank checks to be used in that way?

A. Yes, sir.

Q. Just on account of your confidence in your good mother?

A. Yes, sir.

Q. Now, then, at the time you opened up this account, did they give you the bank book with stubs in it?

A. I don't remember.

Q. Did you keep a book with stubs in it for balancing the account?

A. I don't think I did that.

Q. You don't know whether you did or not?

A. I don't know whether I did or not. I thought the account would take care of itself very well.

Q. I see. How were you going to know when the account was exhausted?

A. Because my father got the balance in the account, as you will see, in one of these checks, he wrote a check to withdraw the final amount that was in the bank.

Q. That is, $85.23, your father sent that into the bank and filled it in for the balance of the account, and that was one it was not necessary to endorse?

A. Yes, it was not necessary to endorse that.

Q. Now, this other blue check was one your mother or somebody sent in, in favor of Mrs. J. T. Robison, and that one was endorsed Mrs. J. T. Robison?

A. Yes, sir.

Q. Of course, you don't know the item of expense it was spent on, do you?

A. Well, I can't tell you the exact item.

Q. Well, you don't know, do you?

A. No, sir.

Q. Why, certainly?

A. But I do believe it was spent for the expenses of my father.

Q. I am sure you believe that, Doctor—I didn't ask you that, and I am sure you believe that. Then, you gave your father a blank check and you got the balance—he filled it in with the amount so as to exhaust the account, is that the idea?

A. Yes, sir.

Q. At the time your father gave you this check on this special account at the Texas Bank and Trust Company here in Austin, did you know it was the one-cent-per-acre fund that was in his possession?

A. I knew that it was his expense fund. I didn't know what business he was on out there except that of reappraising the land, or whether it was one-cent per-acre. I didn't know anything about that. I knew he was reappraising the land. I didn't know whether it was a fund from the owners, or the State's money, or what it was,

but I knew it was to pay for his expenses.

Q. Did you understand that it was a fund that came into the hands of the Land Commissioner for the purpose of paying the expenses of appraising the land?

A. I knew he was on an expense account. No matter whose expense account it was, I thought it was a poor employer that couldn't take care of him while he was sick.

Q. All right.

Mr. Price: We object to interrupting.

Mr. Allen: I was stopping him because he was making some observations.

Q. Kindly answer my questions, please, and in that way we will bring out what I want without further comment. Now, did you know whether your father had any funds of his own in the bank anywhere at that time?

A. Well, I didn't know whether he had any money of his own or not, but I knew his financial condition well enough to feel that he probably didn't have. Regardless of whether he had any money or not, I felt like this expense account ought to take care of him.

Q. I asked you what you learned?

A. I could tell you a little bit more about it.

Q. Just one moment. You have answered my question. At the request of a member, I will ask you this question: Do you know the handwriting of the parties who filled out these checks that you signed in blank? Can you look at them and tell who filled them out? Run through those and see if you know who filled out these blank checks that you signed.

A. There are two checks here, one to the Porter Loring Undertaking Company for $5.00 and one to the Lee Surgical Hospital for $5.00 that were filled out apparently with the same handwriting.

Q. Whose, do you know?

A. And, as I remember, they were filled out by the superintendent of nurses of the hospital, or the superintendent, at the Lee Surgical Hospital.

Q. What about the other?

A. There is one check here that is filled out for $120.00 that apparently is the handwriting of my brother. I don't know his handwriting well enough to say. When I see the endorsement on it it doesn't look like his handwriting, but it may be his handwriting. I cannot vouch for that. There are two others here which I signed and sent to San Antonio after I went back to Houston that I believe are in my mother's handwriting, both of them. I am not certain. One of them may be my father's. I can't tell them apart hardly.

Q. Now, Dr. Robison, your father stayed in the hospital at San Antonio for how many weeks, about three?

A. I think so. I think that last check was drawn about the first to close that account.

Q. Then they moved him up here? He was operated on on the date of that check, August 31, 1925?

A. Yes, sir.

Q. Anyway, he was operated on on the last day of August?

A. Yes, sir.

Q. Now, he was brought back to Austin in about three weeks, was he not, and was under treatment by Dr. Joe Wooten?

A. Yes, sir; Dr. Wooten looked after him after he got back to Austin.

Q. It is in evidence here, both from your father's statement and from the check, that on October 14, 1925, he gave a check on this same account on the Texas Bank and Trust Company, pay to cash or order $1,000.00, on October 14. Were you in Austin when he gave your mother that check?

A. I don't know anything about that.

Q. You don't know anything about that check?

A. Not a thing in the world.

Q. Do you know what that thousand dollars was for?

A. On October 14?

Q. Yes. It seems to have been endorsed J. M. Robison. Do you know anything about that check?

A. I never heard of it.

Q. You don't know what that thousand-dollar check was drawn on that account for? Now, on that same date, August 31, 1925, were you present when your father wrote a check to Dr. Joe Wooten for $300.00?

A. Yes.

Q. You were present and saw him write that check?

A. Yes.

Q. On October 5, were you present when he wrote a check to Dr. Cox for $100.00?

A. I don't remember him writing a check. I know he owed Dr. Cox a certain amount of money for taking care of him in Del Rio when he got ill.

Q. Were you present when he wrote a check to Dr. Venable on the same account for $300.00?

A. No, but I know he owed Dr. Venable at least that much.

Mr. Allen: That is all, gentlemen.

Mr. Smith: That is all, Doctor. Thank you, sir.

Mr. Smith: We now offer in evidence certain testimony given by Judge R. L. Batts before the investigating committee, of which Judge Minor was chairman, reading from the official transcript.

Mr. Allen: Will you take the pencil and put in brackets just what you offer?

Mr. Smith: I have done that all the way through. We are beginning on page 1:

By Mr. Petsch: Your name is R. L. Batts?

A. Yes, sir.

Q. You are a lawyer by profession and also a member of the Board of Regents of the University of Texas?

A. Yes, sir.

Q. How long have you been a member of the Board of Regents of the University of Texas?

A. Two years.

Q. Were you ever a member of the Board of Regents prior to this time?

A. No, sir.

Q. In connection with the controversy which has been, if you could call it a controversy, between the Board of Regents of the University and the Land Commissioner, the charge having been made that you are in the employ of certain oil companies, I would like, Judge Batts, for you at this time outline your connection, your business connection with any oil companies in this State, if you are connected with any in any capacity—

Mr. Smith (interrupting): Just a moment—counsel has assumed that somebody has made a charge of that character. Mr. Robison has made no such charge.

Chairman Minor: Go ahead.

A. I am at the present time representing the Mid-Kansas Oil and Gas Company in its suit; I am representing the Snelling Oil Company in a suit; I am representing J. A. Harper, a small independent operator; I am representing the Yount-Lee Oil Company in a suit, and I am an employe of the Gulf Oil Corporation. There are possibly some other cases in which I am interested. I have a case against the Texas Company.

Mr. Smith: Now, on page 9:

Chairman Minor: I think the committee wants to know what has transpired and make such recommendations as the conclusions of the committee may determine to be justified from the facts developed.

Judge Batts: I expressed the conviction to Mr. Robison in a way to determine whether or not there was a demand, and whether or not the demand was such in his discretion as to require the placing of these University lands on sale, and I do not think the court had held to the contrary. He stated to me as a result of the conference that he was willing to exercise this discretion with reference to all of the land except one tract, with reference to which he stated that there had been a specific demand consisting of a letter requesting that same be placed upon the market, and he stated that he had promised to place that on sale on January 2nd and he would not change that, but he would change all the other sales so that the Legislature would have an opportunity of passing upon it. We went into detail as to what should be done with reference to this and he stated the relisting and postponement of the sale that had been advertised, but that he intended to advertise up to the 16th day of January, when he would put that on sale at that date. I suggested to him that would give an extremely little amount of time for the Legislature to act, as it would give only about seven days after the Legislature convened, but he would not make a promise to extend it to a greater time than that. We discussed the question as to how the Legislature would pass upon the matter and considered whether or not a simple joint resolution by the Senate and the House would accomplish that end. I expressed, and in my mind wondered, whether that would be sufficient and that he concurred in that and made the suggestion that there would be mandamus proceedings brought against him. I asked him about this particular sale and he contended that it was a specific demand made by letter and he further stated that in a general way there was a demand for any portion of University lands on the market. I asked him how that had been expressed, and I recall that one of the statements was that everybody knew that there was a demand for University land. During one of those conversations I mentioned the fact that I had received a letter from Mr. Nazro of the Gulf Company. Mr. Nazro had phoned me that the land was on the market and was complaining that the Board of

Regents ought not to put the land on the market.

Mr. Smith (interrupting): We object to any telephone conversation.

Mr. Chairman: I think that would be hearsay.

Mr. Batts: This is probably hearsay, but I stated to him if he had any objection to what was going on to reduce it to writing and I would take it to the Commissioner of the General Land Office. I got a letter from Mr. Nazro and took that letter to Mr. Robison and gave it to him. That was one of the occasions when I had a conversation with him. I think Mr. Robison has the letter at the present time. The conversations I have detailed covered the talks I had with Mr. Robison.

Mr. Petsch: Judge Batts, please state whether or not you received communications from other people who knew something about the oil business, some of whom were from parties for whom you had brought suits and, therefore, were interested as your clients?

A. I got a letter from Mr. Pugh of the Sun Company with reference to his protest against a lease being closed.

Mr. Smith: Page 18:

Q. You spoke of discussing with Mr. Robison the best methods of handling the situation by the Legislature—whether by joint resolution or otherwise—Mr. Robison indicated a perfect willingness to do whatever the Legislature saw fit to do?

A. Yes, sir.

Q. Judge Batts, did not the Board of Regents, some two years ago, attempt to have the courts hold unconstitutional the Mineral Act of 1917?

A. Yes, sir. Prior to that time, prior to the time I became a member of the Board of Regents, the Attorney General's office intervened in a suit that was pending and set up—

Q. (Interrupting.) For whom did they intervene?

A. They intervened for the Board of Regents, setting up the invalidity of the lease acts.

Q. And afterwards employed private counsel to carry on the matter?

A. Yes, sir. The new Attorney General reversed his position on that, and a majority of the Board of Regents employed counsel to represent their views in order to have proper representation.

Q. The new Attorney General was Mr. Pollard?

A. Yes, sir.

Q. As a matter of fact, he just reversed his position. He just failed to accept the opinion of his predecessor?

A. As far as a reversal of his position is concerned, I do not know. The new Attorney General's Department continued with that case in that situation for some months after Mr. Pollard came in. I am not extremely familiar with that matter.

Q. I am talking about the leasing act of 1917.

A. The Board of Regents was advised that the Act of 1917, or the Act of 1925, I am not quite familiar which it was, whether it was both of them, did not constitute a sale of University lands.

Q. As a matter of fact, Judge C. L. Black advised the Board of Regents that the 1917 Act was constitutional, did he not?

A. I have been so informed.

Mr. Smith: Page 29:

Q. What I had particular reference to was to know whether or not any of those companies that made the protest to you against the proposed policy of Mr. Robison was interested in leases already existing?

A. The Gulf Company has some leases, I think, in either Upton or Crane counties, if I am not mistaken about it, and I know that the Texas Company has some leases in those counties.

Mr. Smith: That is all. I will now ask Senator Price to be sworn as a witness.

Lloyd Price, a witness in behalf of the respondent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Smith):

Q. State your name to the committee.

A. Lloyd Price.

Q. Where do you live?

A. I live in Fort Worth.

Q. What official positions, if any, have you held?

A. I was county attorney in Morris county for a while. I was elected to the Thirty-eighth Legislature as a member of this House from the district comprised of Titus and Morris counties. That was in 1923. And then following that I was a member of the Senate from 1925 to 1929, inclusive, from the First Senatorial District.

Q. What is your profession, Senator Price?

A. Attorney-at-law.

Q. You are of counsel in this case for Mr. Robison?

A. Yes, sir.

Q. How long have you known Mr. Robison, Senator Price?

A. Well, I have known him ever since I can remember, I guess, since I was seven or eight or nine years old, maybe ten.

Q. Senator Price, did you represent Gibson, Johnson and Renaud of Abilene, Texas, in their making bids on certain University land to be sold in Ward and other counties in West Texas, mineral leases to be sold on those lands?

A. Yes, sir. In the summer of last year Mr. Gibson and Mr. Johnson, who are independent oil operators, with an office in Abilene, came into our office at Fort Worth and wanted my firm to investigate the law of 1925 with reference to the acquirement of leases.

Q. One moment. What is the style of your firm in Fort Worth?

A. Phillips, Trammell, Chisholm and Price. Now, they came into the office and I decided to take the work myself of investigating the method of bidding and how sales could be brought on. There was considerable confusion in the minds, both of the bench and the bar of this State at that time, as to just what the law meant, as to just what would constitute a demand, and how to get the machinery started. I took considerable time in reading the statutes, and the previous statutes, on the matters of sales of oil leases on University lands and public lands, and also I came to Austin and conferred with the Land Commissioner about it. My clients were interested in securing under that law leases, particularly in Ward and in Andrews counties. After going into the law I read the Theisen case, which had been handed down some time in the summer, but a motion for rehearing was pending at that time.

Q. That is the Theisen case that was decided by the Supreme Court of Texas?

A. Yes, sir.

Q. Involving the validity of this mineral sales act?

A. Yes. Knowing at that time that there was a sharp clash of opinion as to the validity of that act, I wanted to make sure that if my clients went to the trouble and expense of bidding that they would get something that would stand up. And after reading the Theisen case I became more convinced, in my view, that the statute was mandatory, and that it had been held constitutional, so that, with the exception of merely fixing a date for the sale, that the Land Commissioner had no discretion, but that when the demand was made and he fixed the date that it was merely ministerial. That was the holding in the Theisen case.

Q. Just a moment. Going back to the Theisen case, was the contention made in that case that the act was unconstitutional because it did vest discretion in the Land Commissioner?

A. Exactly. And the contention was very ably presented in the argument of that case, that this statute was invalid because it was a delegation of authority to the Land Commissioner, that is to say, the legislative authority, and that under the Constitution the Legislature had no power to delegate to the Land Commissioner the power to decide when to make these sales and things of that kind. In reply to that contention, in the Greenwood opinion it was stated that the law was not invalid on that account, for the reason that, it being mandatory, and the law fixing the date within the scope of one month, that the Land Commissioner acted as a mere clerk, as an administrative officer only, and had no discretion about when they should be sold when the demand was made.

Q. And that it was the duty of the Land Commissioner to advertise this land for sale and to fix a date of the sale whenever the land was in demand?

A. Absolutely. The opinion is plain on that point.

Q. Now, what did you do when you came down to Austin and saw the Land Commissioner?

A. All right. He says: "Lloyd, I am not going to do a thing about these sales of University lands until the Supreme Court overrules a motion for rehearing." He said he wanted to be certain, as I understood it, and he said that it was mandatory, but that in order to be certain and not make any misstep in the matter that he was going to wait until the Supreme Court passed on the motion for rehearing. That was done some time in October, that is to say, the Supreme Court overruled the motion for rehearing in the Theisen case and it became the final judgment of the Court.

Q. That was in October, 1928?

A. Yes, sir.

Q. Then what did you do?

A. All right. I first came down here, I believe, probably about the first of November, as I recall it, and at that time I had a list of the lands by section numbers which my clients desired to have placed on sale. Mr. Robison, to go back a little bit, had been receiving

various letters in a general way, not specifically designating any tract, asking when lands were going to be advertised for sale, and urging that it be done, and he informed me about people coming to the Land Office to see the list. Even before I had talked to the Land Commissioner about this I had decided that there was a general demand, and he told me that he had—

Mr. Allen: We object. The witness is testifying to conclusions reached by Mr. Robison and what Robison said about that. We object to that.

The Witness: Probably it is hearsay.

Q. State what you said to the Land Commissioner, and what he said to you, Senator Price.

A. Well, at any rate, I felt then, and I believe now, that no written demand was necessary. And I know of the fact that a number of the major oil companies of the State didn't want any of this land placed on the market, and I knew that probably stormy times were ahead. So, in order to make sure to come within the exact meaning of the law, I requested it by memorandum there at that time; that is to say, Mr. Robison went to the printed advertisement, which contained the name of the county and the section of land, and as I called them from my memorandum he jotted them off. And then, following that, on November 17, after these pencil notations had been made prior to that time, I wrote him a letter and again insisted that these particular lands be advertised.

Q. That letter has been offered in evidence?

A. That letter has been offered in evidence.

Mr. Smith: Will you consider that letter as offered also by us?

Mr. Allen: Yes, sir. It is in evidence already.

A. (continuing). Now, then, when I came to see the Commissioner, when I first came to see him, as I recall, I asked him to advertise about 103,000 acres of land, but when I came back, at the subsequent conference, he says: "I know that under the Theisen case you can specify, demand, any amount that you want to be sold, but for the interest of dribbling it over several different dates I request you to reduce your amount."

Q. Did you do that?

A. He made it plain that he couldn't force me to do that, but that I had the legal right under that statute to demand that the whole thing be put up, but he requested that I reduce the amount of the request. So then I went back to Fort Worth and got in touch with my clients, and made the request that they reduce it down to a minimum, and then it was that I wrote the letter of November 17, 1928, reducing the request down to about 53,000 acres, I believe it was.

Q. Senator Price, did your clients submit bids in response to the advertisement made by the Land Commissioner of the sale of these mineral leases?

A. Yes, they prepared bids. The law required a separate piece of paper, application or bid, for each particular tract, for each section, and they prepared their bids and enclosed in their bids cashier's or guaranteed checks on a Houston bank for the amount of bonus. Now, mind you, under the statute the law required, in substance, that the minimum that the State or University should receive was one-eighth of the oil as royalty. It provided for a five-year period of development before the actual discovery of oil, and for that period it was ten cents an acre for the first year, twenty-five cents an acre for the second year, and fifty cents per acre for the remaining term of five years; and then the act provided such additional sum to this minimum as the bidder might be willing to pay in.

Q. There was also a filing fee?

A. Yes, a filing fee. Now then my clients had considerable expense and trouble geologizing that land. It was wildcat territory, but according to their various geologists the chances looked pretty good; that is, that there was a chance, maybe one out of seven or eight; seven or eight to one, that there might be oil there. It had been geologized and they believed in it rather strongly. And after Mr. Robison had emphatically stated to me that he would advertise this 53,000 acres on January 2, they commenced getting ready to bid and getting hold of the money. They raised in all $876,000 to pay in as their bids by way of bonus, in addition of course to the legal provision in the law that they were to pay the royalty of one-eighth.

Q. The Land Commissioner did advertise those lands?

A. He did advertise those lands, and they were sent forward to most every bank in Texas, and the county clerks. He had a mailing list over there, and they sent them out through the mailing list.

Q. They were printed?

A. They were printed, and there was a stack of them three feet high right where you go into the Land Office. They were printed in the oil journals of the nation, and, as brought out in the trial of this case in the district court, for a week before this sale occurred, there were inquiries from Maine to Portland, Oregon, Chicago, Massachusetts, Arizona, and most all the States of the Union, from people that were interested in bidding.

Q. Your clients had to bid in competition with all the world?

A. Absolutely. There was not an oil man in Texas, or probably Oklahoma, or anywhere else, who didn't know about this competitive sale on January 2.

Q. Now the amount of the bid of your clients on the total of 53,000 acres was how much?

A. Well, Mr. Smith, I don't remember just exactly. You see we thought better of some sections than we did others. Sometimes our bonus that we would offer for 640 acres would be $25. Again, in certain instances, these bonuses they offered ran as high as $125 an acre, if I am not mistaken. I figured it up. I am not saying that is accurate to a cent, but these men Gibson and Johnson, and also Renaud, I think their average bonus that they offered to pay into the State was probably over $75 per acre.

Q. Then what happened after these bids were made, were they opened?

A. Yes, they were finally opened, after the trial of that suit in the district court of Travis county; and my clients, these independent oil operators, were high; that is, they were high bidders on probably three-fourths of the land in Block 16 of Ward county, and in also a number of sections in Andrews county.

Q. But they were not high bidders on all the lands?

A. O no. There were some bids in there that I thought their bids were foolish, and I told them so, but when the thing was opened down there there were some of those sections—well, the bids ran into millions, the total bids that were opened that day; and we were outbid on a number of sections.

Q. Your bids were on lands that were advertised for sale on January 2, 1929?

A. Yes, sir. The reason I was so insistent that these lands be put on sale on January 2, I knew the power behind the thing was going to turn up heaven and earth to keep it from being sold, if they could.

Mr. Allen: We object. The reasons that prompted him to do something would not be relevant in this case.

Judge Sinks: Sustain the objection.

Mr. Allen: I move that the answer be stricken from the record.

Judge Sinks: Yes, I think that is right.

The witness: I think it is admissible. I do know as a fact that they were making every effort to keep this sale from being made.

Mr. Allen: We move to exclude that.

Judge Sinks: All right, that is excluded.

Q. Do you know of your own personal knowledge, Senator Price, that an effort was being made to have the Board of Regents to make an effort to prevent the sale of these lands on January 2, 1929?

A. Yes, sir; I do know that, and I know it well, that friends of oil companies who already owned thousands of acres out there were going to prize up heaven and earth to keep these sales from being made if there was any way possible. In fact—

Mr. Allen: You have answered the question. That is a complete answer, and I don't know what he is going to say next. I insist that counsel ask questions in order that we may have an opportunity to object to any irrelevant matters.

Mr. Smith: He was interrupted before he completed his answer.

A. (Continuing.) I know this, that there were two ideas all along being broached in this thing, and even the ridiculous assertion was made in the record, and it is in this record—

Mr. Allen: I object to the witness arguing this case at this time.

Judge Sinks: Just testify to the facts.

A. (Continuing.) At any rate, one of the Board of Regents made the statement, and it appeared in the press, as an objection to this sale, that the lands would not bring three dollars an acre; and then finally when he was questioned about it in the committee room he stated and confessed that he didn't know a thing about it. My contention all along was that it was in competition, that the lands were desirable, and that the University ought to get the money.

Mr. Allen: He is arguing the case, and that is what we are objecting to.

Q. Did you have occasion, representing your clients, to appear before the

legislative committee here at Austin in regard to this matter?

A. Yes.

Q. Just tell the committee what happened, what you said and what the other men said there in that committee room about this matter?

A. Mr. Smith, probably the facts can be understood if we will get back and tell about this suit.

Mr. Allen: I want to make this objection, and I think it is the proper time to do it. He is going into what happened before that committee. Now the committee here will remember that we wanted to go into the findings and results of that investigation, and it was excluded on objection of my friends representing the respondent. Now certainly if they go into matters that they say transpired before the investigating committee, then we want to bring in the official result and findings of that committee on these matters he is testifying about.

Mr. Smith: I don't recall them offering that testimony.

Mr. Allen: Don't you recall I wanted to offer the report of the investigating committee?

Mr. Smith: You are referring to the Judge Minor committee?

Mr. Allen: Yes, sir.

Mr. Smith: I am talking about another legislative committee. It was the committee that was considering these land leasing laws. That is the committee.

Mr. Allen: We will object to going into details of matters that were considered by a committee with the view of enacting legislation because the results of that labor are crystalized in any legislation that took place. We don't think they could get back behind that. It is just a waste of time here.

Mr. Smith: May it please the court, it is our purpose to show who appeared before that committee urging these changes to be made. These gentlemen have brought these matters into this controversy, and we want to show as best we can what the facts are in regard to it. It is not our purpose to show anything more with reference to this legislative committee other than those who appeared urging a change in these leasing laws.

Mr. Freeman: May I ask a preliminary question for the purpose of objection?

Judge Sinks: Yes, sir.

Q. (By Mr. Freeman): When were these hearings had, Senator Price?

A. Some time prior to January 11, and after January 8.

Mr. Freeman: We object on the ground that it is entirely subsequent to any matter in controversy here, and therefore is irrelevant and immaterial to this inquiry.

Mr. Smith: I will ask the court to hold the matter under consideration for the moment, and we will go back and bring up this litigation and show that it was all connected together. We will drop this line of inquiry for the present and go back and bring up some litigation and show the connection between the whole.

The Witness: Now, then, as has been stated here—

Mr. Allen: We will object again. I don't know what he is going to testify.

The Witness: Why don't you wait?

Mr. Allen: That is all right. I will object to anything that is wrong. I can't protect this committee here except by proper and legitimate objections.

Judge Sinks: Ask your questions and let him answer them. If you will do that we will get along with this case.

Q. (By Mr. Smith): Was there litigation instituted prior to January 2, 1929, in an effort to prevent the Land Commissioner from opening these bids on land advertised for sale on January 2?

A. Yes.

Q. Are you familiar with that litigation?

A. Yes, sir; I am very familiar with that situation.

Q. Now state to this committee as briefly and as concisely, but yet completely, the history of that litigation.

A. Well, the Attorney General, through Mr. Trueheart, was endeavoring to get Mr. Robison to postpone the sale of all of those leases from January 2 up to some time in January.

Mr. Freeman: Did your honor rule on the objection that this is subsequent to the occurrence in issue?

Judge Sinks: I understood he said he was going to drop that end and connect up with the suit.

Mr. Freeman: Yes, sir; I understood that, and we waited for the development of the predicate. Has that been done?

Mr. Smith: Yes, sir.

Mr. Freeman: We renew the objection, that the matter inquired about is entirely subsequent to the meeting of the Legislature and entirely subsequent to the filing of the injunction suit, and therefore it is not material to any con-

troversy here, and entirely subsequent to January 2.

The Witness: That is not true. It was before that time, what I was going to tell about.

Mr. Smith: The court will recall that counsel for proponent went into this very thoroughly with the witnesses Pollard and Trueheart, about this litigation. We respectfully suggest that we have the right to show the other side of that.

Judge Sinks: As to that suit, that has been gone into by the other side, and as a matter of course you can question Senator Price in reference to that side. As to this other, what occurred in the committee room about the time this legislation was passed, that is another question.

Mr. Smith: I will ask the court to withhold his ruling on that until we inquire into this litigation.

Judge Sinks: This matter has been gone into by the other side, and you may ask his side.

Mr. Freeman: We are objecting to the occurrence before the legislative committee.

Mr. Smith: We are inquiring about the litigation.

Mr. Freeman: All right.

Q. Proceed, Senator Price.

A. All right. After all the negotiations and the Dilley conferences and what not and so forth, Mr. Robison finally took the flat position, and after this opinion from the Attorney General, that he would not be following the law and not complying with the mandatory requirement of the statute if he didn't advertise and make sale of the lands for which he had a written and specific request. That having been determined and his position made clear, of course he did postpone all lands that had been advertised other than these 53,000 acres for which he had specific request. He did go that far, although he doubted his authority. Now, then, when he made his position clear on that, the Attorney General prepared a petition, which was sworn to as I recall by Mr. Holliday, of El Paso, an attorney of El Paso, and a member of the Board of Regents, the style of the suit being the State of Texas and the Board of Regents versus J. T. Robison. As I recall it, Mr. Trueheart, I think it was, prepared this petition, which contained an application for an injunction. It was carried before Judge Calhoun, in chambers, who, without a hearing and in the absence of Mr. Robison, granted a temporary writ of injunction upon the allegations contained in that petition. That injunction was granted on the first of January, the day prior to January 2, the date of sale. We immediately demanded a trial on the merits on a motion to dissolve, and the Attorney General, that is, Mr. Trueheart, insisted all along on delay of the matter.

Q. This question: Didn't Mr. Trueheart state in open court that if you insisted on the court hearing your motion to dissolve, as one of the intervenors, he would demand a jury and thereby delay the trial of the case?

A. Yes, sir; he stated that frankly in open court, knowing, I think, the weakness of his position.

Mr. Allen: We object to that.

The Witness: Well, strike it out. He did say this: He stated to me in open court that if we didn't agree that it might be delayed until after the Legislature convened that he was going to demand a jury and filibuster until they did. Of course, some of his allegations were considered—

Mr. Allen: We object.

The Witness: All right. We filed special exceptions to the allegations on which he obtained the temporary injunction, and finally the trial on the merits occurred on January 17, I believe, about the seventeenth of January. All right. Now, then, prior to the hearing on the merits Mr. Trueheart got very busy up here with the Legislature. And, first, Judge Batts prepared a bill which repealed, lock, stock and barrel, the leasing act of 1925, but he didn't endeavor to make it definitely retroactive. Thereafter, I don't know who it was, and Mr. Trueheart stated he didn't, but someone inserted into the bill specific sections that these sales for January 2, which had been advertised in the past, should not take place. I believe it was Section 3 that reached back on this 53,000 acres of land and told the Commissioner not to even consider them, but bundle them up and make no record of them, and sent them back.

Q. To send them back without even opening the bids?

A. We argued that it would be exceedingly difficult to send them back when he didn't know what their names were, if he didn't open them. At any rate, that statute was literally just hurled through the Legislature.

Q. When did the Legislature meet?

A. January 8, 1929.

Q. When was the bill sent down to the Governor for signature?

A. As I recall it, and Mr. Trueheart has testified here that it was put

through in record time; and the Legislature got here on the eighth, commenced on the eighth, and towards the close of the day of January 11 this bill had become a law and bore the signature of Governor Moody. Well, I didn't have a chance to get before the Senate committee. It was already out there. And then it came over here before this committee, and the gentlemen came before them and said it was going to be disastrous, that it was terrible, that the University was going to be robbed, and what not, and all of those things.

Q. Who were they?

A. Mr. Holliday, Judge Batts, and I think a number of persons familiar with the oil business.

Q. Representatives of the oil companies?

A. Yes, sir; representatives of oil companies were there to some extent, as I recall it, but I don't think they made any statements much. At any rate, there was a large crowd in there the night we heard this bill. Of course, the objection was interposed that it was not fair for the Attorney General to try to win a specific lawsuit in the Legislature, but great excitement prevailed, and finally the bill went through. Some of the members very frankly told me that I was as right as the dictionary, but that they wanted to repeal the law, and probably I would win out in court. Anyway, the law was passed in record time.

Mr. Hardy of Stephens: Mr. Chairman, I move that the Committee rise and report progress and ask leave to adjourn until Monday morning at 10 o'clock.

Mr. Johnson: Mr. Chairman, I move that the Committee rise and report progress and ask leave to recess until 2 o'clock.

The Speaker: We have two motions, one to recess until 2 o'clock, and one until 10 o'clock Monday morning. We will vote on the shortest time first. As many as favor recessing until 2 o'clock, say "Yea." Opposed, "No." The "Yeas" have it. The House of Representatives will be in order.

SATURDAY, JUNE 22, 1929.

AFTERNOON SESSION.

Mr. Speaker: The Committee will be in order.

Mr. DeWolfe: Mr. Speaker, I raise the point of order that there is no quorum present.

Mr. Purl: Mr. Speaker, I really do not believe that there are over thirty members in the House at this time. I believe that the members are here in town and that we can go out and get them. I believe that this matter should be given serious consideration by the members, and I move you, sir, that the Committee of the Whole should recess until such time as we have more members here for the consideration of this matter.

Mr. DeWolfe: Mr. Speaker, I move you that the House stand recessed until 10 o'clock Monday morning.

Mr. Speaker: Monday is suspension day, and many of the members have bills coming up and will want to have them acted on at that time. I would like for us to go ahead and get as much of this matter through with as possible at this time. At the request of members, those members of the House who are out of town, have been sent telegrams requesting their presence here on Monday. Those telegrams have already gone forward.

Mr. Purl: I think that we can find enough members here in Austin to make a quorum by 3 o'clock, and suggest that a call of the House be ordered. I concur in the proposition that we ought to have a quorum, that we ought to have a sufficient number here, a quorum here to go into this hearing, but it was expressed this morning that there was no quorum here, and I have come to the conclusion that we cannot get a quorum here this afternoon. I believe that we ought to get a quorum and see what can be done. I move a call of the Committee to get a quorum.

Mr. Moses: I just this moment came in, and have not had an opportunity to confer with my associates, but I know that the House wants to get through with these proceedings; I am quite sure that the House wants to get through with this matter as early as possible, as there are other matters demanding the attention of this House. We have been ready at all times, as every member of this House knows, to go ahead.

Now, this is Saturday afternoon, and if we conclude the testimony of Senator Price, and the testimony of Mr. Walker, chief clerk in the office of the Land Commissioner, we would have that much out of the way, and then the respondent in this case could take the stand.

Of course, we would not want the testimony of Mr. Robison, the respondent in this proceeding, to be introduced in the absence of some of the members

of the House. So far as the balance of the testimony of Mr. Price is concerned, and the testimony of Mr. Walker, chief clerk in the Land Office, or at least the testimony of Senator Price, we would be able to conclude that this afternoon.

I want you members of the House to understand this. We are trying to help you. We have been diligent and have certainly employed no dilatory tactics in the presentation of the testimony of the respondent in this proceeding. Of course, when the Land Commissioner goes on the stand, we shall want every member of the House here that can be gotten here, and if there is any way of getting the absent members here, some of whom have not been here at all, we, as counsel for the respondent, would appreciate it. I just make this statement, and I would say further, whatever you do, whatever you want to do, do it and we are perfectly submissive to your wishes in the matter, as we have always been since we started into this proceeding.

Mr. Speaker: As I understand your position, Mr. Moses, you are willing to proceed with Senator Price's testimony regardless of how many members are present.

Mr. Moses: I may say this for counsel for the respondent: Mr. Price has a very important engagement in Fort Worth, he has just told me a moment ago, and as soon as we finish with him, it is my understanding that he intends to go to Fort Worth by automobile.

Mr. Woodruff: I think it is quite proper that the entire membership of the House be here when the respondent takes the stand, but I think that it will be readily admitted that the testimony as produced on both sides has not been heard by the membership of the House, but it has been read by them in the Journal as printed from day to day as it has been adduced from the stand and printed in the Journal; that is true because so many of us on account of the confusion that has existed here in the House have not been able to hear all that was going on. I think, inasmuch as counsel for the respondent has agreed to go on and put this testimony of Senator Price on this afternoon that we should put it on and get this matter closed up so far as possible; since counsel for the respondent have graciously consented to go on, I hope no member will raise the point of no quorum, but will let this matter proceed.

Mr. Purl: I want to be certain that this procedure here at this time is entirely satisfactory to Mr. Robison, the respondent and to his counsel. I do not think that we can proceed further at this time without this. I move now that unless we can get the consent of the respondent, Mr. Robison, and of his counsel, that we as the Committee of the Whole, recess until 4 o'clock, at which time we can perhaps go ahead with this matter. Unless this is entirely satisfactory to Mr. Robison, as respondent, and to his counsel, I am going to make the point of order that there is no quorum. I want the respondent and his counsel to be entirely satisfied if we are to proceed at this time without a quorum. If Senator Price, Mr. Smith, Mr. Moses and Mr. Robison are willing to go ahead with this now, that is entirely satisfactory to me, but I do not want to have this proceeding go ahead without it is entirely satisfactory to them, and we have not so far had an expression from the respondent as to this matter.

The Speaker: The Committee will be in order.

Mr. Purl: A point of inquiry, Mr. Speaker. I would like to have made clear whether or not the procedure without having a quorum present at this time is entirely satisfactory and agreeable to Mr. Robison and to Mr. Robison's counsel.

The Speaker: Counsel has indicated, counsel for Mr. Robison has indicated that they are willing to proceed with these other witnesses, but they desire to have a full meeting of the Committee of the Whole when Mr. Robison takes the stand.

Mr. Purl: Mr. Chairman, I raise the point of order that there is not a quorum present. Mr. Chairman, I wish to move that the Committee of the Whole rise, report progress and ask leave of the House to stand recessed until 10 o'clock on Monday.

Mr. Moses: Mr. Chairman, I am placed in just a little embarrassing position and attitude. The facts are that Mr. Price unfortunately has a very important engagement in Fort Worth. It is a very important engagement which I knew nothing about until a few moments ago. If it had not been for that, we would have been glad to have gone on and completed this testimony this afternoon.

Mr. Speck: Mr. Moses, do you object to proceeding with this investigation in the absence of Senator Price, one of the counsel for the respondent?

Mr. Moses: Judge Speck, I would not

like to put it in the form of an objection. There is no quorum, that that is true is evident. Senator Price has a very important engagement in Fort Worth, that unfortunately he feels that he must fill. And for that reason, if the House wants to recess until Monday, we have no objection.

Mr. Speck: And not, as a matter of fact, because there is no quorum?

Mr. Moses: I am not putting it on that basis.

Mr. Speck: You are perfectly willing to go on?

Mr. Moses: I have not had an opportunity to confer with my associate counsel.

Mr. DeWolfe: Mr. Chairman, I ask leave of the House that we rise, report progress and adjourn until 10 o'clock Monday morning.

Mr. Speaker: Gentlemen, you know that it has always been the rule to spend about a day and a half on suspension day. I think that it is a matter of common knowledge that this is nearly always done in this House. It is the last chance some of the members are going to have to bring up their bills, and I feel that the House is going to do that this time.

A Member: I think that the Committee should recess until 2 o'clock Tuesday. When we meet here at that time, I think we ought to go on with this investigation without interruption.

The Speaker: The gentleman from Red River.

Mr. Cox: If the House meets at 10 o'clock on Monday, and works until 2 p. m., can the Committee of the Whole work in the evening?

Mr. DeWolfe: I will withdraw my motion.

Mr. Barnett: Mr. Speaker.

The Speaker: The gentleman from Hunt.

Mr. Barnett: I think that we ought to go ahead with this matter; we should not wait until Tuesday to go ahead with this matter.

I believe that this investigation should go ahead without interruption. The House should get through with its business and I think that this is a matter where the respondent, Mr. Rebison, should be permitted to go ahead and put on his testimony without interruption. He has been charged here with high crimes and misdemeanors. The proponents of this charge have been permitted to put on their testimony without interruption, and I think that this House should permit and ought to permit the respondent, Mr. Robison, to put his testimony on in the same way without interruption. When we take this matter up again, I think that we should go right through with it and not let anything get in the way of it.

The Speaker: We will hear from Senator Price of counsel for the respondent.

Mr. Price: This is the suggestion that we wish to offer: It is true that because of the unfortunate condition of the House docket there has been interruptions in our putting on our testimony. That is a thing that could not be avoided. However, we want to make this request of the Committee of the Whole and of the House, that when Mr. Robison is put on the stand, we want to be able to go through with his testimony without interruption if it is possible to do so. We think that is very necessary. If, as has been suggested by some of the members, there are important matters that are coming up here on Monday, it might be well for the committee to recess until Tuesday, in order that when we start to finish up our testimony that it can go ahead without interruption of any kind. Naturally, we would prefer to put all of Mr. Robison's testimony on at one time, and have as full a representation of the members here as possible to get. We would like to have every member of this House present when Mr. Robison goes on the witness stand in order that they may hear from him what he has to say. However, as has been indicated by Mr. Moses, we are not here to dictate what you shall do about this matter. We are ready to go ahead whenever you say go ahead. But we will be glad to meet your wishes in the matter, and whatever you may determine as to when you want the Committee of the Whole to proceed with this matter will be entirely satisfactory and agreeable to us.

Mr. Purl: Mr. Speaker, is there anything in the rules to prevent us from recessing from now until Tuesday?

The Speaker: Do I understand that you are going to recess until Tuesday?

Judge Sinks: Mr. Speaker and gentlemen. I just want to say this: Why would not it be a great deal better to let this Committee rise, report progress and recess until next Tuesday, so that this Committee could then get on with the work it has to do without interruption?

Whereupon, the question was put and the motion carried, to rise, report progress and recess until 10 o'clock Tuesday morning.

TUESDAY, JUNE 25, 1929.

MORNING SESSION.

Pursuant to recess taken on Saturday, June 22, 1929, the Committee of the Whole met at 10:05 a. m. on Tuesday, June 25, 1929.

The Speaker: The Committee of the Whole will be in order.

A Member: Mr. Speaker, I move you that the Committee of the Whole stand recessed until this bill is disposed of.

Mr. Kemble: Mr. Speaker, I move that the House stand at recess until 10 o'clock tomorrow morning.

A Member: Mr. Speaker, I move you, sir, that we rise, report progress and stand recessed until this bill now under consideration is disposed of.

The Speaker: There are two motions before the House. One, that we recess until this bill now under consideration is disposed of; and the other is, that the Committee rise, report progress and recess until 10 o'clock tomorrow morning. The shortest time will come first.

Mr. Petsch: Mr. Speaker.

The Speaker: The gentleman from Gillespie.

Mr. Petsch: I would like to know of the attorneys whether or not they are in position to proceed with this investigation, and would also like to know approximately how many more witnesses they expect to put on in the consideration of this matter before the Committee of the Whole? I believe that the House ought to have that information so we can act intelligently on this matter.

Mr. Kemble: I would like to know from the Speaker how many bills we have pending at this time for consideration of the House?

The Speaker: Out of twenty-four Senate bills and thirty House bills, some of which are somewhat cluttered, the calendar is pretty badly crowded. We are, as you know, still on suspension day.

A Member: Is it not a fact that the Committee of the Whole can hear this evidence after the adjournment of the House of Representatives?

A Member: Is it not a fact that the Supreme Court held, in the Keen case, that there are no appropriations available for the payment of per diem for the members of the Legislature?

The Speaker: They can not draw per diem under the decision in that case, but they can draw their expenses.

Mr. Kemble: Does not the Constitution specifically set out, in cases of this kind, that the House can proceed?

The Speaker: Is that not statutory instead of a constitutional provision?

Mr. Holder: Mr. Speaker, I think that matter has been covered by the gentleman back there. What I want to know is, when we recessed on last Saturday, if we did not set this morning for the Committee of the Whole to take this matter up? If we go into the Committee of the Whole at this time, will these bills which are pending now, will they be pending business when we recess again? The thing that I am interested in is whether or not, if we go out of the Committee of the Whole back into the House, if we will be still on the bills which are now up for consideration?

The Speaker: Yes, sir. The House will be considering the same measure which is now before it when we go out of the Committee of the Whole.

Mr. Bond: Mr. Speaker.

The Speaker: The gentleman from Kaufman.

Mr. Bond: I move you that the Committee rise, report progress and recess until 10:30.

Whereupon the question was taken, and the motion was lost.

The Speaker: The Committee will be in order.

Mr. Smith: Mr. Chairman and Members of the Committee—Senator Price was on the witness stand when we recessed on last Saturday and I assume that he will be here within a few moments, but, in the meantime, I would like to introduce a letter from Mr. Wallace E. Pratt, Director of the Geologic Lease and Scouting Department of the Humble Oil and Refining Company of Houston, Texas, addressed to the Hon. J. T. Robison, Land Commissioner, the letter being dated December 12, 1928.

Mr. Freeman: Judge Sinks, the question of the genuineness of the signature on the instrument in question is not questioned. Our objection—we object to the introduction of the letter on the ground that it is irrelevant, immaterial and hearsay, and is a transaction between other parties and acts by other parties not involved in this hearing.

Mr. Storey: Mr. Chairman.

The Speaker: Mr. Storey.

Mr. Storey: I believe that under the rules of procedure adopted by the House, in conducting this hearing, I believe that fifteen members may appeal from the decision of Judge Sinks. Now, if we do not know what is in that letter or in any document that is introduced, or sought to be introduced in evidence, how is it going to be possible for us to exercise that discretion?

The Speaker: That could be explained by Judge Sinks in ruling on the matter.

Mr. Storey: We do not know what is in the letter and therefore, would not know whether there was any disposition on the part of the members to appeal from the decision of the Presiding Judge or not.

Judge Freeman: We will withdraw our objection.

Whereupon the Reading Clerk read the letter, which is as follows:

Humble Oil and Refining Company,
Geologic, Lease and Scouting Department.

Houston, Texas, December 12, 1928.

Honorable J. T. Robison, Land Commissioner, Austin, Texas.

My dear Judge Robison: In some way the lists of University lands on which oil and gas leases are to be offered for sale to the highest bidder during the month of January failed to reach me, although I have asked my name to be placed on your mailing list for such notices. Edgar Townes has just handed me the second list of such University lands, and I have just wired you, asking that you send me a copy of the first list and any other lists of such University lands. I take this occasion again to ask that you place my name on your mailing list for future notices of such sales. I presume that if any lists were sent to us, outside of the one Mr. Townes received, they were addressed to the company and probably went to some other department by mistake. Consequently, I will be glad if you will address future notices to us personally, in order that they may come to the attention of my department. Likewise, I would be glad if you would send copies of such notices to Mr. David Frame, care of the company, McCamey, Texas. This is in order that our division employes may be directly advised of these sales, which are important to us.

We feel that it is unfortunate, both for the University and the oil industry, that the proposed sale of oil and gas leases on University lands should be made at this time. The industry can ill afford either to develop or to carry these leases under the present conditions of over-production and low prices for crude oil. The University can ill afford to be a party to bringing more oil onto the market when it is already receiving such a low price for its royalty oil. Moreover, in my judgment, the University will receive a smaller total bonus for its oil and gas leases if sold now than it would receive if it kept its leases off the market for a few years, until such time as we may experience a real demand and a better price for crude oil. If they are sold now, many tracts will fall into the hands of speculators at a nominal price, who will profit by the development in the vicinity of the University lands at the expense of the University itself and of the bona fide oil operators in West Texas.

We presume that, as Land Commissioner, you are offering these lands for sale because you feel you have no discretion under the law to do otherwise, but we think we ought to acquaint you with our feeling in the matter, as above stated.

Yours very truly,
(Signed) WALLACE E. PRATT.
WEP JEF

Mr. Smith: Mr. Chairman and Members of the Committee, Senator Price, who was on the witness stand Saturday when we recessed, is in town, but he has not gotten here yet, and just as soon as the Senator gets here we expect to put him on the stand and finish with his testimony, and then we will place Mr. Robison on the stand, and we will then be ready to rest. We have sent after Senator Price and he should be here in a few moments. In the meantime, Mr. Robison and Mr. Price neither being here, we will have to ask for a few moments' delay.

A Member: Mr. Chairman, I move you that we now rise, report progress and ask leave of the House to recess until 11 o'clock.

Whereupon the question was taken, and the motion prevailed.

Pursuant to recess taken at 10:30 this morning, the Committee of the Whole was resumed, whereupon Senator Lloyd E. Price was recalled to the witness stand and was examined as follows, by

Mr. Smith: Mr. Price, when we recessed on last Saturday, we were up to the point of discussing the litigation in Judge Moore's court. The suit that was brought by the Attorney General's Department against Mr. Robison for the purpose of enjoining him from making sale of the lands that he had advertised to place on sale on January 2nd, 1929—is that correct?

A. Yes, sir.

Q. Then Campbell and Brown intervened and also sought an injunction against the Land Commissioner?

A. Yes, sir.

Q. What did they seek to enjoin him from doing?

A. Well, the Commissioner had agreed to postpone, or attempt to postpone, the sale of all lands other than the 53,000 acres for which he had specific demand in writing, that was advertised for January 2nd. Now then, Campbell & Brown had prepared to bid on some of these lands, that had been advertised, other than the 53,000 acres.

Q. There was a demand other than that for the 53,000 acres?

A. There seemed to be a general demand for the placing of other lands on the market other than the 53,000 acres which was advertised to be sold on January 2nd. It was contended in their intervention that the Land Commissioner had no power to change the dates, and that he had no power to postpone any of the sales of these lands.

Q. Now, what was the result of the litigation in Judge Moore's court?

A. Well, the result was that all of the acts and the decision of the Commissioner were upheld.

Q. By that you mean that the injunction suit brought by the Attorney General was dissolved, or the temporary injunction theretofore granted was dissolved, and the permanent injunction was refused?

A. That is it.

Q. And this injunction suit brought by Campbell & Brown against the Land Commissioner was also refused?

A. Yes, sir.

Q. Mr. Robison was completely upheld in his contention?

A. Yes, sir.

Mr. Freeman: We object to that; whether or not the Land Commissioner was upheld in his contention is a matter of judgment on the part of the witness.

Mr. Smith: Counsel for the proponents went into that matter—the matter of the judgment of the Land Commissioner being upheld when Mr. Trueheart was on the stand. Mr. Price, the witness was one of the counsel, one of the attorneys in that litigation, and in that case, and is familiar with all the proceedings, and certainly should be in a position to answer whether or not the Land Commissioner was upheld in his contentions and as to what happened.

Mr. Smith: Senator Price, did you have any conversation with Governor Moody relative to these lease sales?

A. Yes, sir. When I ascertained that this effort was being made to stop the sale advertised for January 2, 1929. I got in communication with my clients, I believe it was Mr. Gibson and also Mr. Johnson, and we came over here to see the Governor and endeavored to show him that that sale of the 53,000 acres as advertised for January 2, would not be an injury to the University, or the University funds, but on the contrary would undoubtedly be a good thing for the University fund, and * * * that I learned that a concerted effort and a great amount of pressure was being brought on the Governor and the Attorney General——

Mr. Allen: We object to that—He is stating a conclusion, purely and simply—

Judge Sinks: The objection is sustained.

Mr. Smith: Did the Governor tell you who was insisting that these lands be withdrawn from sale?

A. I do not recall that he went into details, but he did mention the fact that the Regents of the University were requesting it—the Board of Regents. Now, I do want to state this specifically, with reference to that judgment that Mr. Robison's contention was that he had no discretion in the matter, and that after having a specific demand, that is to say, a written demand for the 53,000 acres, that he had no power to postpone the sale of that 53,000 acres, and Judge Moore held that he did not have the power. In the next place, the Land Commissioner insisted that this temporary injunction restraining him from making the sale of the 53,000 acres was erroneous, and District Judge J. D. Moore held that that was erroneous.

Mr. Allen: We object to that. The objection made to that testimony was sustained by Judge Sinks, and now the witness is going on and stating what the judgment showed. The judgment is the best evidence of what the ruling of the Court was, and would speak for itself, and there seems to be quite a difference of opinion between counsel and Mr. Trueheart and the Attorney General's Department as to just what that judgment and opinion really meant, and we do not think that the witness should be permitted to go ahead in view of the ruling of Judge Sinks and construe the judgment rendered by Judge Moore—let the judgment speak for itself—it is the best evidence. The objection that I am making is that he is undertaking to state what the judgment of the court was. The judgment of the court will speak for itself.

Mr. Price: May it please the Court, I do not feel in this matter that one rule of evidence ought to apply to the proponents in this case and another ap-

ply to the respondent. You will recall that Mr. Trueheart went into details pertaining to this matter without objection, as to just what points he won. There was no objection to that. And I want to say this here and now, in reply to the able counsel from Dallas, in which he argued before Your Honor that certain testimony ought to be allowed to go in, and certain other evidence ought not to go in. It is true that we can introduce that judgment in evidence and argue those matters, but there are certain facts here that are in dispute as to what that judgment did do, and we only want to answer directly the testimony of Mr. Trueheart. He went into it and said what he won in that judgment, what the contention of the Attorney General's Department was, and we merely want to show what our contention of the matter was and what points we won in the judgment handed down by Judge Moore.

Mr. Allen: Now, to get the record squarely before you on that point. My recollection of all of this was that on some points this judgment decided the matter in favor of the Attorney General's Department and on other points in favor of the Land Commissioner. These questions propounded to Mr. Trueheart and the answers elicited thereby were brought out in response to interrogations propounded to him on cross examination by the respondent's counsel, and it was in response to those questions that Mr. Trueheart mentioned the points on which the Attorney General's Department was sustained and the points on which the contentions of the Land Commissioner were sustained. However, the judgment of the court speaks for itself. It is not a matter for counsel for the respondent or for counsel for the proponents to construe. I am making this objection merely in the interest of time and in order to expedite the handling of this matter.

Judge Sinks: The objection will be sustained. The judgment of the court is the best evidence that can be introduced and for that reason the objection will be sustained at this time.

Cross-Examination.

By Mr. Freeman: Senator Price, you testified that you were reared in East Texas?

A. Yes, sir.

Q. That you have known Mr. Robison, the Land Commissioner, since you were seven or ten years old?

A. Yes, sir, that is true.

Q. That during all these years the relations between you and the Commissioner of the General Land Office have been very friendly?

A. Yes. With just this explanation. When I was a boy ten years old I, of course, knew him merely as a ten year old boy would know him and not in what you would term an intimate way. Our families were on very friendly terms. It was only after I got up—grew up—and became an adult that our relations were friendly and at that time he was here in Austin and I was in East Texas.

Q. You are practicing law at Fort Worth?

A. Yes, sir.

Q. Your clients, Gibson, Johnson and Renaud live at Abilene?

A. Yes, sir.

Q. Had you been acquainted with them prior to this professional engagement or was that the beginning of your professional acquaintance with them?

A. Well, they had been clients of my firm off and on for some time and I had met them casually in the lobby of our office but had never known them intimately or had anything to do with them myself in a professional way up until this particular time.

Q. You were the member of your firm selected by them for this particular service?

A. No, they came in and wanted the firm to give them some advice on how to make application for the purchase of these leases and it just so happened that it fell to my lot to look up the Statutes and to formulate an opinion on the matter.

Q. Were you at that time employed to come to Austin and consult with the Commissioner of the General Land Office in regard to the question of how to proceed in the matter of making application for the purchase of these lands?

A. No, sir. When I commenced to examine the Statutes as I have stated before, every one was up in the air as to what could be done. In fact, no one seemed to know whether we could make the application until we had studied the statutes with the view of determining whether or not you could rely on any purchase that might be made under its provision as giving a title to the lands which might be purchased. That is, whether or not the statutes was valid or not.

Q. Then, as part of the employment you accepted at that time you later came to Austin and consulted with the

Commissioner of the General Land Office relative to this question?

A. Yes, sir. Not so much on questions of law as on getting the Commissioner's interpretation of the law. That is to find out just what Mr. Robison thought of the law and how it should be administered.

Q. Prior to the time your clients had made an examination of the lands on which they desired to purchase a lease, wasn't it?

A. Yes, I think they had made a tentative—at least a tentative examination of the land.

Q. They advised you in that conference that they desired that some proceeding be arranged and outlined by which they could have an opportunity to purchase that land?

A. Yes, they wanted us, as their lawyers to advise them how to proceed, in order to have an opportunity to bid on some of these leases.

Q. That was one of the things at least that you desired to confer with the Commissioner about?

A. What do you mean by "One of the things"?

Q. I understood you came down to get his construction of the statute in certain respects, isn't it true, Senator, that you came down to discuss with him the procedure which would enable these people, these clients of yours, to get this land in such shape they could bid upon it?

A. Yes. Not particularly these people. I didn't tell the Commissioner who my people were until long after he had told me how he construed the Act.

Q. In any event—

A. In fact, he told me, said, "I don't want to know who they are, don't care."

Q. In any event, you and the Commissioner came to an agreement about the procedure to get the land you were interested in placed on sale about January 2nd?

A. No, we didn't come to any agreement, it wasn't a matter of agreement at all. What I asked the Commissioner was that simple question, "Now, here is the law which you have refused to follow"; he said that he wasn't going to do a thing under it until the Supreme Court passed on the Theisen case finally. Now, Judge Freeman, it was this way—that law had been attacked by certain parties on the ground of its validity, and was pending in the Supreme Court in the Theisen case. When I came to Mr. Robison he said, "I am not going to do a thing about this, I am not going to advertise a single square foot of this land until the Supreme Court finally sets its foot down in the Theisen case." Well, now, that happened in October—in October the Theisen case was firmly and finally established as the law of this State, that is the case in which it was held that that law was mandatory and that he must advertise them upon proper demand. Then I came back after that. There was no agreement, he merely told me what he understood his duties were under that law when certain definite things were done by a citizen.

Q. Now, Senator, in the interest of time, I am going to ask you questions briefly and directly, and I will ask you please, sir, to make such answers as are responsive. I am complaining about that last answer, Senator, because it is not responsive. When you came the second time, when was that?

A. Well, I don't know when it was—I couldn't give the dates in numerical order—along about that time, I had other business at the Capitol here, and I came here with reference to this matter after the Theisen case had been established in November.

Q. About when was that, as near as you can remember?

A. It was along about the 1st of November.

Q. Was it at that conference when you and the Commissioner together went over some of the descriptions in Ward and other counties, and you obtained the information from which you wrote the letter in evidence?

A. No, all the information I had, I had the maps, and advertisements, I didn't get any information as to the land. I did this, Judge: Along about the 1st of November, I told him and made a demand—when I say "demand" I mean I requested that certain sections of land be advertised for sale, and he went back then to some records that he had there, and as I made the request for them, he would check them off.

Q. First, did you at that conference or any other have an agreement with the Commissioner that you would make a written demand or write him a letter on that subject, embracing the lands which you desired sold on January 2nd?

A. No, sir, we had no agreement at all about it. Out of abundance of precaution I suggested to him; I said: "Well, Mr. Robison, I have given you these sections verbally. I think it would be a good idea, when I get back to the office, I am going to confirm this and make a demand in writing."

Q. Then he did know that you were going to address him a letter on that subject, which would be in the nature of a demand that this land go on the market, and give him a description of the particular land?

A. Well, now, as to just what he knew I couldn't say, but I just telling you what I told him—that I thought I was going back to Fort Worth and follow my verbal demand with a written demand.

Q. You stated in substance to the Committee that you made a written demand for certain specifically described land, didn't you?

A. I think I did.

Q. That embraced the land that Gibson and Johnson and Renaud were interested in?

A. No, it didn't; it was less than what they were interested in. They were interested in more land than that, and we reduced our demand at the instance of Mr. Robison, just—

Q. Stated in other words, the land you described in that letter was all the land in which Gibson, Johnson and Renaud were interested?

A. Yes, sir, they were interested to the extent that they wanted to bid on it along with others.

Q. When did you first learn that there was an effort being made to have notices given postponing the sale on January 2nd?

A. Well, I noticed in the press—

Q. I am just asking about the time, Senator?

A. Well, I don't remember the date, but it all came up very suddenly. I know that I hadn't dreamed there was going to be any such work as that in December; I didn't know what would occur the next year; but it all came up so suddenly, Judge, that I don't remember just the exact date these things were done; but I remember along in December I noticed some articles in the press in which it was stated that Mr. Holliday, of El Paso, was opposing these sales, and also that Judge Batts was opposing them, and that the Attorney General had become interested in it.

Q. I am just interrogating about the date, Senator, nothing else?

A. It was in December, I think, that I first found out there was opposition.

Q. Were you advised at that time that an effort would be made to amend or repeal the law relative to the sale of leases on University lands?

A. I don't think I learned about that until along toward the first of the year.

Q. You testified at some point in the negotiations you learned that somebody was going to raise Heaven and earth to prevent the sale of that land?

A. Yes, sir, I think so.

Q. When was that?

A. Well, that was along about the close of December.

Q. Did you at that time know that the matter of repealing or amending the law was under consideration and advisement?

A. Yes; I found out that the Board of Regents had it in their minds to take the jurisdiction away from the Land Commissioner in the sale of the lands, and put it under the control of the Board of Regents, as Mr. Pollard testified here the other day, so that they could just trade them and traffic them as they saw fit, to use his language.

Q. Your clients, or the gentlemen for whom you were acting, were very anxious to have the matter closed on January 2nd, were they not?

A. Well, they were depending on me for that.

Q. Then you were very anxious about the matter, to have the matter closed on January 2nd, weren't you?

A. Well, not to have the matter closed. I was very anxious, particularly after I ascertained that there might be some trouble about it, that I wanted it on January 2nd, yes.

Q. You knew that the Legislature would convene on January 8th, didn't you?

A. Yes.

Q. And you were anxious to get as much advantage, properly serving your clients, as you could in these lands before the Legislature met, weren't you?

A. Yes, certainly. I didn't want, after we had spent thousands of dollars in preparing, I didn't want to do all that work and just be cut off by the competitive statute—and there was nothing wrong about it, but the Legislature made it that way.

Mr. Allen: We object to the witness' arguing the matter at this time.

Q. You testified this forenoon, Senator, that you had a conversation with the Governor and tried to convince the Governor, and certain of the Regents, that it was a good thing for this land to be sold on January 2nd?

A. I endeavored to show certain facts to the Governor, which, to my mind, made it conclusive that this sale on January 2nd, under the conditions then existing, would bring in a couple

of million dollars or so to the University, with a chance of royalty; in other words, I tried to demonstrated to the Governor—I didn't talk to the Regents at all, didn't try to explain it to them—but I did try to explain to the Governor that he was wrong about it, that he was being illy advised from the standpoint of the interest of the University, and, that being wildcat territory, and it being open land out there, that the time was ripe to make a sale of that lease, and that it would get more money than even by waiting until probably it was condemned or dry wells being drilled around there.

Q. Your decision that it was a good thing for the State was based on the idea that your people and other bidders would bid more than they could reasonably expect to pay later?

A. Yes, sir.

Q. Then promptly, when the injunction suit was filed on behalf of your clients, you intervened with the idea of preventing the postponing of the matter, and you did that because you thought it was better for your clients than for it to go further, didn't you?

A. Than for it to go further?

Q. The postponement—one time you talked to the Governor, Senator, saying it was to the interest of the State to postpone it; another time you were intervening to prevent the postponement?

A. You just didn't understand my testimony at all; I didn't say that.

Q. Well, I just want you to state it, then, as clearly and as briefly as you can.

A. That is exactly what I want to do.

Q. All right, re-state it, if I didn't understand it.

A. I went to the Governor and tried to show him that the postponement of the sale of these 53,000 acres would work to the detriment financially of the University of Texas—

Q. All right.

A. I didn't take the position that it should be postponed; I took the position that the law ought to be followed, that the sale ought to be made, and that under the then existing conditions the University of Texas would get more money out of that land than they would by postponing it.

Q. If the University of Texas would get less money by postponing, and your clients were interested in buying as cheaply as they could, then why did you intervene to prevent postponement, which, you thought, or told the Governor you thought, would be a loss to the State and, consequently, to the benefit of your clients?

A. Well, as a matter of fact, my clients had, in response to a solemn offer of this State, under the mandatory statute, approved by your Supreme Court, gone to trouble and expense, had explored these lands, had acted in good faith, had hired me as an attorney to tell them how to bid; they went in there and they found applications, many at seventy-five dollars an acre and over, as a bonus, and on certain sections, though, there were others who placed bids twice as high as we did—we were not high on all the lands—and after we had done all of that, and the structure, from a geological standpoint, it looked—it simply amounted to this, Judge Freeman, it was a good gamble, from the standpoint of an oil man, there was about one chance in sixty that there would be oil on that—they had gotten up this money and had gone that far, and we didn't want to be outdone; in other words, we wanted the State to do what we thought an individual would be required to do under the same statute—to stay with its contract when it was offered.

Q. Did you not think it was better for your clients that the injunction suit be dissolved and the sale be permitted to proceed, than for the injunction to be granted?

A. Certainly, I did, or I would not have made the effort to dissolve the injunction. But, Judge, at that time I didn't know then, and I don't know now, whether it would be to their financial interest or not. Now, listen, if there was oil out there, and my clients would make some money, the University would get the million-dollar bonus and the one-eighth; if there was no oil, though, then we would lose all that; all that money, absolutely, but the University would get the money. So, coming and going, right and left, the University had all to gain and nothing to lose by accepting our bid; and the stopping of it, I say here now, not only does not help the University of Texas, but prevented it from getting the fund—

Mr. Allen: One moment. I object to the witness arguing this case on the witness stand.

Mr. Smith: We think, may it please the court, that counsel has invited argument by the questions he has asked this witness, and the witness has the right to answer the questions on cross-examination.

Mr. Allen: We submit that none of

it is in response to any questions that were asked and has only resulted in the witness being permitted to argue this case now, instead of at the proper time; and what are facts upon that, and what are deductions, and what is the law, are as far apart as the poles, but we will get to that in our argument to the Committee as a body.

Mr. Smith: The questions call for argument, couldn't call for anything else. He says why did you go down there and intervene to prevent the sale? The answer was an answer given on cross-examination.

Mr. Allen: Now, Mr. Smith is in error about what the question was, and the record will show that he asked him, "Didn't you think it was to the interest of your clients that the sales be postponed?" That was all he asked, and then he—

Mr. Smith: I beg counsel's pardon. Judge Freeman asked him about his conversation with the Governor, and then why he went down and intervened in that lawsuit.

Judge Sinks: Judge Freeman, are you through with Mr. Price?

Judge Freeman: One more subject I want to ask him about, if Your Honor please, and then I am through.

Q. You state, Senator, that the Legislature met on the 8th, and the bill relative to the sale of the University leases, enacted by the Legislature, was approved on January 11th?

A. That is correct.

Q. What was your exact statement as to the manner and haste with which this Legislature acted on that question —I don't think I recall exactly what you said, and I would thank you to repeat it.

A. Well, I couldn't recall just the exact words that I used, but you ought to recall it—I think I said it was literally hurled through the Legislature. I meant by that, of course, that the members—all this bugaboo and scarecrow and mare's nest were brought up before them and scared them to death—and I am not blaming the Legislature at all—their judgment, many of them, was never different from what it was—

Q. I didn't ask you that, I asked you what you said—

A. Yes, you were asking me—

Mr. Allen: Now, Judge Sinks, he has asked a specific question and the witness, who is a learned and able lawyer, must know he is going beyond the question when he makes a statement of that kind.

A. He asked for the language. I am going to say what I said. I said, it was literally hurled through this Legislature, but not by the members of this Legislature.

Q. Did you mean to say, Senator, and now mean to say, that the members of this House were requested to do at that time a thing they ought not to have done and would not have done except for those influences?

A. I have no criticism on earth to offer to any member of this Legislature.

Q. The answer to that question is not responsive, and I ask that your answer be responsive?

A. I think it is responsive. You asked me if I said about this Legislature something I didn't do, and I have the right to make it plain.

Q. That is not in response to my question?

A. What was your question? Let the reporter read the question.

(The reporter read the question, as follows:

Q. Did you mean to say, Senator, and now mean to say, that the members of this House were requested to do at that time a thing they ought not to have done and would not have done except for those influences?

A. I submit that that answer to that question makes necessary an explanation of it.

Judge Sinks: You stated you did not criticise the Legislature. You have answered the question.

A. I will say this, Judge Freeman, in answer to that question, and I think it is right and fair. Here the members came down here on the 8th—

Mr. Allen: Now if the Court please, we object to a dissertation here, we want an answer to the question.

Judge Sinks: You have already stated you did not criticise the Legislature for passing the law.

A. I want to say this, and it is responsive, I think, in fairness. I want to say this, that question is a veiled question, and I couldn't answer it categorically, but my answer would be that I never thought of criticising or attempting to criticise the Legislature for passing this act. I do say this, and this is responsive, that we do not object to the repeal of the act, no hand was raised, to the repeal of this act, but it was our contention when these differences came up that this land was bringing more than its market value, but we didn't have time to hear—

Mr. Allen: Just a moment. We did not ask a word about that, Judge Sinks.

Now, we object to the question asked by counsel because it is manifestly unfair and speculative in its nature, irrelevant and incompetent.

Judge Sinks: Well, the question is answered. Have you any more questions?

Judge Freeman: That is the last question.

(Witness excused.)

Thereupon the respondent, J. T. Robison, was called in his own behalf, and was duly sworn by the Speaker, but before interrogation of the witness began, the following proceedings were had:

Mr. Keller of Dallas: Mr. Speaker, the counsel the other day requested that Mr. Robison's testimony be not interrupted. In view of the fact that it is so near the time to recess, and it would mean an interruption of his testimony, wouldn't it be better for the committee to recess at this time, and they can put him on at 1:30 or 2:00, and go straight on through. I think it would be better to do that, Mr. Chairman.

The Speaker: What about that, Mr. Price?

Senator Price: Well, that is all right.

Mr. Keller: I move that the committee rise, report progress, and ask permission to recess until 2:00 o'clock.

Mr. Long of Wichita: I move that the committee rise, report progress, and ask permission of the House to recess until 1:30.

The Speaker: The gentleman from Wichita moves that the committee rise, report progress, and ask permission of the House to recess until 1:30. All in favor of the motion will say "Aye." (Cries of "Aye.") Those opposed, "No." That was a tie. The Speaker will vote. Come back at 1:30.

TUESDAY, JUNE 25, 1929.

AFTERNOON SESSION—1:30 P. M.

Mr. Speaker: The Committee will be in order. Gentlemen, are you ready to proceed?

Whereupon, J. T. Robison, the respondent herein, having been previously duly sworn testified as follows on

Direct Examination.

By Mr. Price:

Q. Your name is J. T. Robison?

A. Yes, sir.

Q. Where do you live, Mr. Robison?

A. In the vicinity of Austin.

Q. Are you Land Commissioner of the State of Texas?

A. Yes, sir.

Q. Are you the respondent in this investigation proceeding?

A. Yes, sir.

Q. How old are you, Mr. Robison?

A. Sixty-seven years old.

Q. Where were you born, Mr. Robison?

A. Morris county, Texas.

Q. What portion of the State is Morris county located in?

A. Northeast Texas.

Q. Mr. Robison, where did you attend school?

A. Country schools of Morris county, town school of Daingerfield in Morris county, Texas, Sam Houston State Normal and the University Law School.

Q. Were you admitted to the bar?

A. I was.

Q. Where did you first practice your profession?

A. Daingerfield, Morris county, Texas.

Q. Is that just to the west of where you were born?

A. Yes, sir, Daingerfield is eight miles from where I was born.

Q. Did you ever hold an official position in that county?

A. Yes, sir, I was appointed County Attorney and served in that capacity a couple of years. I served as a member of the Legislature from 1891 to 1892.

Q. From what district?

A. Morris, Cass, Bowie and Marion counties.

Q. During the period of your service in the Legislature did you take any special interest in the land laws of Texas or in the formation of the land laws of Texas?

A. I did not.

Q. What bills, if any, were you interested in at that time especially?

A. General legislation. I was the author of only about two bills that I recall that got through.

Q. What were they?

A. One was the reduction of the legal rate of interest from 12 to 10 percent to 8 to 6 percent and the other was making receivers of railroads liable for damages in case of death of employees.

Q. Now you say you taught school, Mr. Robison, where did you teach school?

A. I taught in the country schools in the communities about where I was born in Morris county and also what we would call the high school in Daingerfield.

Q. Was that prior to the time you were admitted to the bar?

A. It was.

Q. You are married and have reared a family have you not, Mr. Robison?

A. Yes, sir.

Q. Where did you marry and when?

A. Naples, Morris county, Texas, January 2, 1894.

Q. Have you any children?

A. I have two living and two dead.

Q. How many boys and how many girls?

A. Three boys and one girl.

Q. Three boys and one girl?

A. Yes, sir.

Q. Now have you in your family—have you had other children that you have reared or assisted in rearing—

Mr. Allen: We object to that as being wholly irrelevant and immaterial to any issue in this proceeding. He has stated what his family consists of and now counsel wants him to state what other members his family consisted of or what other children he has reared or assisted in rearing. We do not think that that is admissible as evidence in this case.

Mr. Price: Here is an officer of the State charged with high crimes and misdemeanors and the facts are that he has reared or assisted in rearing fifteen or eighteen orphans and we contend that that is a circumstance, to say the least, in favor of his character and sheds light on the proposition of whether he would likely be dishonest as a State official. To say the least, this is an informal proceeding and we think that we ought to be permitted to make this showing. Anything that goes to the question of his innate character. We do not believe Judge Allen is sincere in making this objection at this time.

Mr. Allen: I do not expect you do. I do not see the use of encumbering this record with this immaterial and irrelevant. testimony. It makes no difference whether this man has raised twenty children, or none. The fact that he has raised any number of children does not shed any light on whether his official conduct or misconduct as a public official has been what it should be. It only tends to encumber the record and will not be beneficial or helpful to any member of this House in determining the facts.

Mr. Price: Aside from that, we take the position that, as a matter of justice and right and fairness, this matter ought to be permitted to go into the record. While under the cold-blooded letter of the law this, perhaps, would not be admissible, yet we feel that it should be permitted to go into the records in this investigation. This man is charged, as a public official, with high crimes and misdemeanor, and we feel that we should be permitted to give and place in the record a complete history of this man's life, from the cradle to the grave, and to give and place in this record what he has done. In the preliminary investigation made by a committee from the House and Senate, these matters were gone into, and has all been brought out in the record made by that committee, and it is on the basis of the report made by that committee to this House that the charges of high crimes and misdemeanor were made. We desire to give a complete history and paint a complete picture of this man's life, how he has lived, and what his family relations have been. We submit that we should be permitted to do this and appeal to the sense of justice of the honorable Presiding Officer of this investigation to sustain our position.

Mr. Allen: Counsel for the respondent must know that this character of testimony would not be admissible under any rule of evidence in this land—in fact, it could not be. There is not a court in the land that would permit the introduction of this character of testimony. We are dealing here with a man, a State official, who is charged with high crimes and misdemeanor. We have admitted, and we still admit, that his general reputation is good. What we really object to is encumbering this record with immaterial and irrelevant matters that are inadmissible in any court in the land.

Mr. Price: Oh, very well. Now, Mr. Robison, what year did you leave Daingerfield, in Morris county?

A. In 1895.

Q. Where did you go?

A. Came to Austin.

Q. Did your wife and your children, then born, come with you?

A. Left my wife at home for a while. We had no children at that time.

Q. What work did you get down here at Austin in 1895?

A. I went to work as clerk in the General Land Office.

Q. As what?

A. Clerk in the General Land Office.

Q. What character of work?

A. Leasing the public lands.

Q. Who was Land Commissioner at that time?

A. Andrew J. Baker.

Q. Now, how long were you clerk in the lease department?

A. Four years.

Q. That would be from 1895 to 1899?

A. Yes, sir.

Q. Then what did you do?

A. I was given the legal desk in the General Land Office.

Q. Now, you took the legal desk. Just what do you mean by that, Mr. Robison?

A. It is the desk where the duties of the incumbent are to pass upon questions of law, especially concerning the routine of all matters going through the Department regarding the patenting of lands.

Q. That is to say, questions of law where you would not be warranted in calling on the Attorney General's Department for an opinion?

A. Yes, sir.

Q. Just routine matters?

A. Just as a lawyer would pass on land titles.

Q. Has that position remained continuously from that time on until this time?

A. It has, and for many years before.

Q. There is now a law clerk in your office?

A. Yes, sir.

Q. How long did you hold that position?

A. Four years.

Q. From 1899 to what time?

A. To 1903.

Q. Who was Land Commissioner at the time you were holding the law desk in the office of the Land Commissioner of Texas?

A. George W. Finger was elected and took charge in January, 1899, and died the May following. Then Charles Rogan was appointed to succeed Finger and was elected to serve the balance of the four years.

Q. Now, then, at the end of that period, what did you do then?

A. I was appointed chief clerk.

Q. By whom?

A. John J. Terrell.

Q. Did he succeed Judge Rogan?

A. He did.

Q. What are the functions or duties of the chief clerk?

A. Everything that the Commissioner does when the Commissioner is not present. When the Commissioner is there, his duties are multitudinous, difficult to describe them all.

Q. In general, he backs up and assists the Land Commissioner?

A. Yes, sir; he is Assistant Land Commissioner.

Q. And when the Land Commissioner is absent, he succeeds to the duties of the Land Commissioner?

A. Yes, sir.

Q. All right. How long were you chief clerk, Mr. Robison?

A. About six years.

Q. Give the date of beginning and the date of ending of your chief clerkship.

A. Beginning in January, 1903, and ending in January, 1909.

Q. Who was Land Commissioner during your term as chief clerk?

A. John J. Terrell.

Q. All of the time you were chief clerk?

A. Yes, sir.

Q. Then what did you become—what did you begin to do in 1909?

A. I was inducted into office as Commissioner of the General Land Office.

Q. What do you mean by being inducted into office?

A. I was elected in 1908 and took charge of the office in January, 1909.

Q. So you went into office as Commissioner of the General Land Office on the first of the year 1909?

A. To be exact, January 11, 1909.

Q. What is the tenure of office of the Commissioner of the General Land Office?

A. Two years.

Q. Then have you served continuously and unbrokenly as Commissioner of the General Land Office from January 11, 1909, up until this time?

A. I have.

Q. How many times have you been re-elected?

A. I have been elected eleven times.

Q. Eleven successive times?

A. Yes, sir.

Q. When were you last elected?

A. In November, 1928.

Q. That was the general election of November, 1928?

A. Yes, sir.

Q. You are now serving as Land Commissioner under the election of November 11, 1928?

A. I do not know that that is the date of the election. I think it was before that.

Q. November 6th has been suggested?

A. Yes, sir.

Q. Well, after you were elected in November 6th, 1928, you filed your bond and oath of office?

A. I did.

Q. And you are now holding under that election and that qualification?

A. Yes, sir.

Q. What salary does the office of Land Commissioner of this State pay?

A. $2500 per year.

Q. How much per day or month?

A. $208.33 per month.

Q. Has that been the compensation of that office from the time you were elected the first time up to the present?

A. It has.

Q. It is constitutional, isn't it?

A. Yes, sir.

Q. Have you, Mr. Robison—have any of your several elections ever been contested in any way? Has anybody ever contested any of your elections?

A. Do you mean the legality of the election?

Q. I mean a legal contest of your election.

A. There has not.

Q. Mr. Robison, the office of Land Commissioner is created under the Constitution, isn't it?

A. Yes, sir.

Q. Is there any distinction between the manner of the State of Texas handling its land matters and the rest of the States of the Union?

A. No other States in the Union have any lands except what the Federal Government has given them, outside of the original thirteen colonies.

Q. Most the States, when they entered the Union, the Federal Government owned the land—was the sovereign?

A. That is my understanding.

Q. Now, in 1846 when Texas ceased to be a Republic and came into the Federal Government, it retained its lands, did it not?

A. Yes, sir.

Q. So there are no Federal patents—no Federal patents have ever been granted in Texas?

A. None whatever.

Q. The office of Land Commissioner was first created at what time?

A. At the founding of the Republic of Texas.

Q. Now, during your incumbency as Land Commissioner, without the necessity of going into elaborate details, but just as briefly as you can, will you tell the members here in a general way just what particular duties you are called upon to perform as Land Commissioner of the State of Texas?

A. Comprehensively stated, it involves a supervision in a legal way delegated by the Constitution of all the public lands of the State. In a sense, those that are sold and unpatented and those that are unsold, whether they be river beds, islands, public domain, school lands, asylum lands, or University lands.

Q. Now, Mr. Robison, when Texas became a Republic, when the Republic threw off the yoke of Mexico, the State owned all of the lands save and except the Spanish grants issued to a few of the colonists?

A. All except about 26,000,000 acres that had been deeded by the Spanish and Mexican governments.

Q. That went into private ownership and the rest of the land was owned by the State?

A. Yes, sir.

Q. Now, the Constitution of Texas allocated or differentiated these public lands or public domain in the several divisions in different places?

A. It did not.

Q. Now, you speak of University lands; you speak of asylum land; you speak of public school land, those classifications; how did those classifications find their origin—how were they created?

A. The Republic of Texas in 1839 set apart fifty leagues of land for the endowment of a university.

Q. Fifty leagues, do you mean leagues or labors or just leagues?

A. Leagues.

Q. How many acres does a league contain?

A. A league is 4428 acres, and fifty leagues would be approximately 220,000 acres.

Q. That was the first trust fund of public lands ever created in the State of Texas and set aside for the establishment of an institution of higher learning?

A. Except some other lands, small grants, that had been given for other colleges and schools. As far as public education was concerned, that is true.

Q. Was that University land supplemented or augmented or increased at any subsequent time?

A. In 1876 the Constitution set apart 1,000,000 acres more for the University, and in 1883 the Legislature of the State set apart another million acres of land for the University.

Q. Now, in the total or aggregate, how many million acres of land have been set apart for the benefit of the State University?

A. Two million, approximately two hundred and twenty thousand acres.

Q. Then these other lands, like public school lands and asylum lands, have

been set apart in similar manner, have they not?

A. Yes, sir.

Q. Mr. Robison, when you say that lands are set aside for the University, do you mean to say that the title left the State of Texas and went to the University as an entity, or does the State still own these University lands?

A. The State still owns the land. They are dedicated to public use.

Q. In other words, the State has absolute title but the makers of the Constitution demanded that the revenue derived from the sale thereof should go for this purpose—for this particular use?

A. Yes, sir.

Q. In other words, the University lands of Texas are not owned by the University of Texas, are they?

A. The Supreme Court says not.

Q. Well, I know that, but I want to know what you say about it?

A. The University does not own them.

Q. Now, Mr. Robison, where are these University lands located, these three million acres—are they in a solid block or are they scattered—grouped?

A. The two million acres is located in seventeen different counties in blocks of greater or less acreage. There is no regularity about the number of acres in any particular block.

Q. Does not the Constitution of this State provide that upon the sale of lands that the funds derived therefrom shall go into the permanent fund and not be expended?

A. Yes—no.

Q. Explain that to the members of the House.

A. You simply stopped your question too quick. You say expended and stopped there.

Q. Can you then, can you legally spend the revenues derived from the sale of those lands?

A. You can spend the proceeds.

Q. Does not it go into the permanent fund? And do not you spend the interest or revenue derived from that fund?

A. The principal goes into the permanent fund which you do not spend.

Q. That is what I am talking about. The principal goes into the permanent fund and the only fund that you are permitted to spend is the interest derived from that fund, is that right?

A. I thought all the time you meant the interest.

Q. The corpus of the fund cannot be spent, I mean the principal?

A. Not legally.

Q. But the revenue or the interest derived from the fund can be spent in the maintenance of the State University?

A. And its branches.

Q. Now, incidentally, the University has two branches besides the main institution located here at Austin, hasn't it?

A. Yes, sir.

Q. The School of Metallurgy, located at El Paso, is a branch of the University, isn't it?

A. I do not so regard it. The A. & M. College and Prairie View school for negroes are declared to be branches of the University.

Q. All right. Very well. Now, Mr. Robison, in the course of your duties as Land Commissioner you have handled the University lands and also have handled the public school lands under such reservations and restrictions as imposed by the organic law of the land and also by the statutes enacted by the Legislature of the State of Texas?

A. Yes, sir.

Q. Through what period of time had you handled, as a part of your duties, those public lands of the State?

A. I have been charged with the responsibility of handling them since January 11, 1909.

Q. January 11, 1909? During that time, have you made sales of public lands and received the money therefrom?

A. Yes, sir.

Q. Mr. Robison, I would like to know how much money you have handled over there in the General Land Office during your incumbency—have you made an estimate of it?

A. I requested a few days ago that reports of the department be looked into.

Mr. Allen: I think we will object to this answer. There is absolutely no question under the sun raised about the Commissioner of the General Land Office and his acts, officially or otherwise, up to the time of the enactment of the reappraisement act in this State. That was the beginning of this controversy. Now we have spent nearly forty minutes going through the history of Texas and the tenure of the Land Commissioner and the different phases of the work of that office, none of which questions are involved in this period. We will object to any inquiry about the sum or sums of money that have been handled by him during all years from 1909 up to and including 1925. And

to expedite matters, we will say and agree that all such funds and the conduct of the office up to 1925 was entirely proper and legal and as they should have been. We object to that because it is irrelevant and immaterial and cannot throw any light whatsoever upon any question raised in this matter now under investigation. Any matter and any conduct or misconduct on the part of the Commissioner of the General Land Office prior to 1925 is not involved in this at all. We will agree, in order to expedite this investigation, that up until that time the conduct of the Commissioner of the General Land Office was entirely legal and proper.

Mr. Price: If it please the gentlemen of the House, we do not want to bother you, but I merely want to make this observation. I think it will commend itself to your sense of fairness and justice. Mr. Robison is charged here with having misappropriated and mishandled this one cent per acre fund. Now, we want to show to you, if you really want to hear the facts from the witness here on the stand, that Mr. Robison, during that period of years, has handled something like $100,000,000 of the State's money.

Mr. Allen: Something like $68,000,000.

Mr. Price: Something like $85,000,000 in round numbers. If counsel will agree that he has handled that amount of money during that time—

Mr. Allen: We will object to counsel for the respondent stating to the members of the committee what the witness will testify to. However, we will agree that in order to expedite this hearing up to the beginning of the handling of the one cent per acre fund that the Commissioner of the General Land Office had handled approximately $85,000,000 of public school lands funds and without any question being raised as to it being properly and legally handled.

Mr. Price: All right. Now, then, in order to make clear this matter, gentlemen of the House, it is agreed in this case by and between counsel for the parties that Land Commissioner Robison, during his term of office from January 11, 1909, up to the year 1929, this present time, has handled approximately $85,000,000 of public school land funds through his department derived from the sale of public school lands of Texas and that no question has ever been raised against him with reference to any misuse or any misappropriation, and that Mr. Allen, as counsel for the proponent, states that it has been always almost perfectly handled.

Mr. Allen: Mr. Price, you have not stated my proposition clearly. I stated that no question was ever raised up until the year 1925. I cannot agree with you that no question was ever raised as to misappropriation or misuse of these funds since 1925, subsequent to the enactment of the one cent per acre reappraisement act.

Mr. Price: Now, let's make this plain. He has handled, and you agree to this, $85,000,000 approximately up to 1925 and no question has been raised against his handling of this public fund up to the time of the handling of this one cent per acre fund—this West Texas land owners fund, up to 1925.

Mr. Price: Mr. Robison, does that $85,000,000 exclude or include the one cent per acre fund?

A. The one cent per acre fund has not been included in compiling the figures I have just given you.

Q. Now, Mr. Robison, I want to know at this time—and I mean right now at this particular minute, I believe it is June 25th, A. D. 1929, at 2:15 o'clock p. m.—I want to know what your assets are and what your liabilities are, that is to say, I want to know particularly what chattels, real, personal, what goods, what bonds, what insurance policies, all character of property of any kind that you do now own, and either in Texas or out of it, everywhere on earth. And I also want to know how much money you now owe, where you owe it, etc. Now, start with your lands. How much real estate do you own?

A. 160 acres, five miles south of Austin; and a cemetery lot.

Q. Is that the only real estate that you own anyhere?

A. It is.

Q. This 160 acres, is that the tract of land that you own down here south of Austin?

A. Yes, sir.

Q. About how far is it?

A. About five or five and a half miles.

Q. How long have you owned that?

A. I bought the first of it, according to my recollection, in 1911—might have been 1910.

Q. Did you pay for it or buy it on credit?

A. I paid for it, and on credit.

Q. How many acres did you buy first?

A. Eighty.

Q. Then you subsequently added another eighty to it?

A. Yes, sir.

Q. Did you buy that on credit or pay for it?

A. I paid some cash, and bought the other on credit.

Q. How long were you in paying for that 160 acres of land?

A. I owed on the one portion of the 160 acres of land from the time I bought the first tract until about the fall of 1927.

Q. That was the time that Judge Halley and a number of others got up a fund and paid off the mortgage, wasn't it?

A. Yes, sir.

Q. That concluded or wiped out the remaining indebtedness on your little farm,—is that correct?

A. Yes, sir.

Q. Now, then, your cemetery lot,—I suppose you paid for that?

A. Yes, sir.

Q. How long have you owned that?

A. I bought that—early in January, 1913.

Q. 1913? Do any of your children lie buried there?

A. Yes, sir.

Q. How many children have you got buried there?

Mr. Allen: We object to that in the economy of time.

A. Two.

Mr. Allen: How many children he has buried in his cemetery lot, we object to it.

Senator Price: Well, we withdraw it.

Mr. Allen: All right.

Q. All right. Now, do you own any lands—and when I say lands I also mean to say not only the title in fee simple, but do you own any leases or easements or any character of right in and to real estate other than this 160 acres and the cemetery lot?

A. None whatever in any form, or anywhere.

Q. Do you own any oil leases in this State?

A. I do not. I never did.

Q. You have never owned any oil leases in this State?

A. Nor anywhere else.

Q. Now, let us come down now to personal property. Have you got any bonds?

A. I have not; never had.

Q. Have you any life insurance policies?

A. I have $5000 paid up, and I have $2000 in the Woodmen of the World.

Q. Where are those policies right now?

A. The paid-up policies are in the Texas Bank & Trust Company as collateral for a loan of $2000, in December, 1928.

Q. December, 1928?

A. Yes, sir.

Q. Then, all of your paid-up insurance is now up as collateral on loans that have been made you by the bank?

A. And also a thousand dollars, about, in round numbers, a thousand dollars to the insurance companies in which the policies exist.

Q. You mean to say that you now owe the insurance companies a thousand dollars which you borrowed on the strength of the policies?

A. Yes, sir—it is nearer $1250.

A Member of the Committee: Mr. Price, I don't think we can quite all hear Mr. Robison.

Q. Mr. Robison, talk a little louder and get up a little closer to the microphone. Now, then, how much money at this time have you got in banks? When I say banks, I mean banks in Austin, anywhere in Texas, or anywhere on earth?

A. I don't know, but I expect $50 would cover the whole sum.

Q. $50 in banks? Well, have you got any money anywhere else on earth that is not in banks?

A. I have not.

Q. Do you own stock in any corporation?

A. I do not.

Q. If I understand you, then, Mr. Robison, the extent of your property that you now own—the extent of the properties that you now own is something like as follows: 160 acres of land that you live on, south of Austin; the cemetery lot in the city of Austin, Texas; about $50 in the bank in Austin, Texas; insurance policies to the amount of $5000 paid up and $2000 not paid up,—is that right?

A. Yes, sir.

Q. And, of course, you own some personal property by way of household goods; and you have some sheep, haven't you, down on your farm?

A. Some livestock, yes, sir, including sheep.

Q. About what is the extent of that?

A. I have about 150 or 175 sheep, between 35 and 30 hogs, and pigs together, four cows, mules and chickens.

Q. And some chickens?

A. I call the chickens my wife's.

Q. Now, then, if I understand you,

the properties which I have just named constitute the all and only property, both real and personal, that you own on earth,—is that true?

A. Yes, sir.

Q. Of course, we didn't name all the chickens, but the farm down there and things of that sort. Mr. Robison, do you know of any other property, either real or personal, that you own on earth other than you have stated?

A. I own no other. If anyone can find any I do own, I will give him three-fourths of it.

Q. Now, Mr. Robison, let us pass, now, from what you have given as your assets, to your liabilities. I believe you stated that you didn't owe any on your land,—is that true?

A. Yes, sir.

Q. But do you owe other sums?

A. I have just stated that I owe the Texas Bank & Trust Company $2000.

Q. Is that Sam Sparks' bank down here in Austin?

A. Yes, sir.

Q. $2000? Is that overdue?

A. Yes, sir.

Q. How long have you been owing it?

A. Since early in December of last year.

Q. December of last year?

A. 1928.

Q. All right. This $2000,—is that secured or unsecured?

A. Secured with life insurance policies.

Q. Do you owe any more money?

A. I owe the American National Bank about $750.

Q. Secured or unsecured?

A. Unsecured.

Q. What else do you owe?

A. I owe about $1250 on insurance policies.

Q. On insurance policies,—you mean loans from the companies themselves?

A. Yes, sir.

Q. Secured or unsecured?

A. Only secured by the policies.

Q. By the policies themselves?

A. Yes, sir.

Q. Now, then, does that constitute substantially all of your indebtedness?

A. Yes,—except some bills around town that I haven't paid.

Q. Just current bills?

A. Yes, sir.

Q. Now, Mr. Robison, through the years that you have lived here in Austin, has your wife helped you in any way, or have you supplemented that salary you received from the State in order to live?

A. She has.

Q. I will ask you, did she ever run a boarding house here in Austin?

A. She began running a boarding house in Austin in about 1899—

Q. How long—

A. —and she ran boarding houses almost continually until we moved on the farm in 1922, and—

Q. All right, now, then, go ahead.

A. After that, she worked in first one department and then another here in the city, and my daughter did likewise.

Q. How old was your wife at that time when she was working here in the State Department?

A. She was some fifty years old.

Q. Some fifty years old? Now, then, you moved to the farm in 1922, you say?

A. Yes, sir.

Q. Now, then, what did you do down there?

A. I have worked.

Q. Well, what do you mean by that, what did you do—I mean specifically?

A. When I would get home from the office in the afternoon, I would put in all the hours that I possibly could working around the place and improving it; I worked a great deal, until 12 or 1 o'clock at night.

Q. On improving your place down there?

A. Yes, sir—carpenter work, any other kind of work necessary to be done to improve it.

Q. Now, then, you spoke a while ago of chickens and cows. Have you and your wife received any revenue the last several years from chickens and butter and eggs, and things of that sort?

A. We have.

Q. Now, what is the extent of that?

A. That has been considerable.

Q. Well—

A. But heavy expense attached to it.

Q. How many eggs a day do you get?

A. At the present time we are getting approximately sixty dozen—two cases.

Q. Two cases?

A. Yes, sir.

Q. Where do you sell them?

A. San Antonio.

Q. How much do you get for two cases of eggs?

A. I think somewhere from six to nine dollars a case.

Q. Well, that would be anywhere from $12 to $18 a day that you get in from chickens and eggs?

A. With the expenses, of course, to be taken out.

Q. Do you sell butter on the market?

A. Sell butter.

Q. How long have you been doing that?

A. Oh, I don't know just how long—a long time.

Q. And you have used these funds to supplement your salary that you have earned?

A. Yes, sir.

Q. Now, Mr. Robison, to go back to the property, you say that you own no other property than what we have mentioned here. Is there any person on earth holding any property in trust for you, or that you transferred it to?

A. None whatever.

Q. Or have you any money buried out in the ground, or in anybody's stockings on earth?

A. If I did, I would dig it up and pay it on my debts rather than to pay interest. I have none whatever in any form, even no equities in anything—if necessary, to make it plain.

Q. Well, I just wanted to bring out what properties you have got. Now, Mr. Robison, do you remember the occasion when the Reappraisement Act of 1925 was enacted? Do you recall, Mr. Robison, the time when the Legislature, in 1925—I think it was in June—enacted what is called the Reappraisement Act of 1925?

(At this time, on account of noise in the hall, the Speaker found it necessary to request order and quiet so the witness could be heard.)

Q. All right, Mr. Robison, you remember that?

A. You will have to repeat the question.

Senator Price: I will ask the reporter to read the question.

The Speaker: I will ask the committee to yield just a moment to hear this message from the Senate.

(The proceedings were suspended, to hear the message to the House from the Senate.)

The Speaker: Gentlemen, before we proceed further, let's have a little better order in the back of the room. I will ask all of you to kindly have a seat.

(The reporter thereupon read the last question asked the witness, as follows, to wit):

Q. Do you recall, Mr. Robison, the time when the Legislature, in 1925—I think it was in June—enacted what is called the Reappraisement Act of 1925?

A. I do.

Q. Was there any delegation or any citizens from out in the State here at that time advocating the passage of that reappraisement act?

A. There was quite a number from the West.

Q. Before whom did they appear?

A. Some of them discussed it with me, and they appeared before this House and the Senate Land Committees.

Q. Well, did the idea of passing or enacting that law originate with you or did it originate with the people out there?

A. It did not originate with me.

Q. Did they appear before the House and Senate Committees—the Land Committees of these two Houses?

A. They did.

Q. Just briefly stated—it has been gone over, Mr. Robison—but I will ask you, were you at that time familiar with the viewpoint of those West Texas people—that is, the conditions at their home?

A. I was familiar with the conditions and understood from what they said their viewpoint.

Q. Well, briefly stated, what was the condition back of it, and what was their viewpoint?

A. The conditions were those following a long drouth—in fact, they stated they hardly had a rain there in ten years. The cattlemen, the small man, the large man, speaking of property values, were ready for the bankruptcy court, many of them had already gone into bankruptcy, many had been closed out, and their representations here were that they were unable to pay the interest and live, and if the State did not concede what they asked for, the interest would not be paid regardless, and many of them would have to walk out of the country, lose the homes that they had and places they called homes.

Q. That is, people had bought that land and had placed homes thereon, and conditions were such that they could not pay it out, is that it?

A. That was their representation, and it seemed it was true.

Q. Was that your understanding of the situation, had you been out there any?

A. I had been out there some. That was my understanding of the situation.

Q. Now, then, when these people came before the Legislature, did the Legislature give them a hearing?

A. They gave them a very respectful hearing, as they always do.

Q. Now, then, Mr. Robison, it has been charged here that you were the

prime mover behind that viewpoint and behind that bill, and that as a result of it, why, these lands were reappraised at a lower figure and the public school funds were losing money. Now, I will ask you who wrote that bill?

A. Let me state a preliminary thing necessary, I think, to the House, or to this committee, to get the proper setting. As I recall, Mr. Webb, from Odessa, was the first gentleman, possibly the first one, or at least the first member of the Legislature, that mentioned the matter to me. He wanted me to draft a bill, though there were other people here from the West at that time, stating he wanted to leave it to me to revalue; and I told him I did not want a job of that kind, I had gone through one, I didn't want another; furthermore, if he wanted to leave it to me, I would not write the bill. He insisted, and I insisted and positively declined—

Q. Positively declined?

A. —to write the bill, and I suggested to him, "You take the Act of 1913, go to the Attorney General's Department and see if that suits you and perhaps you can get them to write the bill for you." The next thing I knew, a bill had been introduced. The committee sent for me—shall I go on?

Q. Go right on.

A. The Committee of the House sent for me and asked me many, many questions. I think Mr. Bateman here was a member.

Q. Sam Bateman?

A. I don't know whether it was Sam or John. Mr. Bateman, I think, was a member; Mr. Webb was a member. Only one member of the committee objected, I recall, and that was Mr. Stell or Snell.

Q. Stell?

A. From Lamar county.

Q. Wasn't he from Ellis?

A. No, from Lamar county. Finally, in discussing the matter, the committee asked me if I thought this bill ought to be enacted. I said, "Gentlemen, you are twenty-one years of age, elected by your people to come here and represent what you conceive to be the best interests of Texas. Get the facts, use your own judgment, and take the dictation of no man."

Q. In other words, you declined to become a sponsor or an advocate of that bill before this Legislature?

A. I did.

Q. But, on the contrary, left it up to them, as representatives of the people, to determine what policy they wanted to pursue?

A. I did. And another feature now occurs to me. When before the committee, I was begging them to either give the job to someone else, or to place the majority with me to hold the balance of power, and thinking that I might persuade them to do so by a little species of—whatever you may call it—I said, "Gentlemen, I am too liberal"—sort of bluffed them into it—and a chorus of voices went up, "We want you to be liberal!"

Q. Did they say something like that, "You can't be too liberal?"

A. I don't recall that language, but they told me they wanted me to be liberal, that is the way I remember it.

Q. You say, "A chorus of voices went up," what voices were those?

A. Members of the committee.

Q. Well, who were the members of the committee?

A. I have mentioned the only two or three I recall.

Q. Well, they were representatives of the people of Texas, weren't they?

A. Well, Mr. Webb of Odessa, Mr. Bateman, as I recall, and Mr. Snell or Stell, whatever his name is.

A Member: Stell.

A. I remember also a sub-committee came to me about the matter subsequently, and I believe Mr. Bateman was one of them. What transpired, I don't now have definitely fixed in my mind.

Q. Now, then, Mr. Robison, did you at any time solicit or try to get that power of reappraisement into your own individual hands?

A. I did not; but did everything I could to prevent it.

Q. You did everything you could to prevent it—that is to say, as I understand you, you wanted a divided responsibility, you wanted others to be on a sort of board of reappraisement with you, didn't you?

A. If they were going to have me at all, I did.

Q. So you could have someone along with you to exercise their discretion in revaluing the land, is that correct?

A. I thought the judgment of two might be better than the judgment of one.

Q. All right. Now, then, they declined to write into the law that feature, didn't they?

A. They did.

Q. And left it up to you to reappraise these lands?

A. They did; yes, sir.

Q. Mr. Robison, did you do what you could to assist the committee—that is, at their solicitation only—I say, did you do what you could to assist the committee at their solicitation, and without trying to direct the thing?

A. Certainly, I rendered them whatever assistance I could, outside of agreeing, or asking them or wanting them to put me in as the one to do the reappraisement work.

Q. Now, Mr. Robison, as you construe that act, you were called on to revalue those lands by legislative mandate under the then conditions, weren't you?

A. Yes, sir.

Q. And the question of whether they would be lower, or whether any loss would result, was one that was determined by the Legislature, wasn't it?

A. I never regard value when I am passing on rights.

Q. Well, I mean to say, then, that under that law it was your duty to revalue them as the conditions then existed, wasn't it?

A. That is the way I felt about it.

Q. Well, as a matter of fact, wasn't that what the law said?

A. Yes, sir.

Q. No feeling about it—wasn't that the statute?

A. That was the statute.

Q. You were called on to revalue them; and did you do that thing to the best of your ability?

A. I did.

Q. You exercised your discretion?

A. I exercised my best judgment as to what the land was reasonably worth for the purpose for which it could be used, as a practical matter.

Q. Now, Mr. Robison, was there a provision in that law of June, 1925, providing for funds with which to pay the expenses of reappraisement?

A. There was no appropriation out of the treasury, but there was a provision that the land owners should pay the expenses.

Senator Price: Mr. Purl, can you hear Mr. Robison back there?

Mr. Purl: No, sir.

Senator Price (to witness): Can't you talk a little bit louder?

The Speaker: Gentlemen, they are complaining about the noise. There are members sitting next to you who want to hear, and when you are between them and the witness it is almost impossible to hear his answers.

Q. Now, Mr. Robison, to go back just a little bit: The Legislature that passed that reappraisement act was composed of 150 members in the House and 31 Senators, wasn't it, just like it is now?

A. Like it is now.

Q. Now, I will ask you if it is not a fact that a great majority of those Representatives and Senators lived east of and not in the area affected?

A. Largely—more than half.

Q. More than half of the people that passed this act were east, weren't they?

A. Yes, sir.

Q. And no benefits, so far as land owners are concerned, could result to them, could they?

A. Except in sparsely isolated tracts throughout most of these Texas counties.

Q. Well, but that wasn't a drop in the bucket, though, compared with the area in West Texas, was it?

A. It was not.

Q. Now, then, what did the original act, passed in June, 1925, provide as a means of paying the expenses of this reappraisement?

A. It required—it required each person who let his land forfeit and desired it reappraised to pay the Commissioner of the Land Office one cent per acre, which would be used for expenses incident to reappraisement of the land, and when the work had been completed and all expenses paid, the remainder, if any, to be paid into the State Treasury.

Q. That was the law as it existed in June, 1925, as I understand you, that the State would allow you to reappraise the land—

Mr. Allen: We object to counsel's repeating all these things. The witness has made it very clear, I think, and there is no dispute about it. We object to counsel's repeating and going over what the witness said, because I don't think there can be any misunderstanding on anybody's part about that. The witness has made it so clear.

Senator Price: If the court please, and gentlemen of the House, this resolution as I have read it provides that each side shall develop their case as they see fit. Now, unfortunately, we say it is important to put over these things, and the members are not familiar with many of these phases, and we want to go into this thoroughly as to the meaning of that act, what it provided, and the way he construed it. I don't think that objection is tenable.

Judge Sinks: Well, go ahead with it.

Q. Now, as I understand it, Mr. Robison, in substance the act provided that

the landowner whose lands were subject to reappraisement should put up in your hands one cent an acre to pay the expenses of reappraisement, to go into a general—into a fund; that after all expenses were paid of this reappraisement, the balance, if any, should be paid into the State Treasury. That is what it provided, isn't it?

A. Yes, sir.

Q. That was the Act of June, 1925. Now, when those checks began coming into your office, did you turn them over to your receiving clerk and pay them into the State Treasury, or have him to, when they first got there?

A. I did not.

Q. Well, why didn't you, Mr. Robison, pay them to the receiving clerk and let him pay them into the State Treasury?

A. They were no fund that the law required to be paid into the State Treasury. The receiving clerk there is to receive the public fund—fees of office.

Q. And those things have for twenty-five years gone through the fund, haven't they?

A. The fees of office have.

Q. Yes. Now, then, I will ask you this, Mr. Robison, if you had paid this one cent per acre fund and given those checks over to the receiving clerk and they had gone into the State Treasury, then how could you have gotten your expenses out of it?

A. I couldn't have gotten them.

Q. In other words, if you had done that thing, if you had paid it to the receiving clerk, delivered it to him, and he had put them into the State Treasury, then you just wouldn't have had any money to use as expenses, would you?

A. I would not.

Q. Then it was impossible to do it and carry out the act?

A. It was. Besides, the Treasurer couldn't have received it, for the law didn't designate it as any fund to go into the Treasury?

Q. Is there anywhere—

Mr. Storey: I wish you would ask that last question, I don't think all got it.

Q. Mr. Robison, you are very familiar with the language of that act, are you not, of 1925?

A. Reasonably, yes.

Q. Well, as a matter of fact, aren't you familiar with it?

A. Yes, sir—I said yes.

Mr. Allen: I object to counsel's quarreling with the witness.

Senator Price: I am not quarreling with him, Judge, but I know he does know.

Mr. Allen: Well, I know; but don't quarrel with him.

Q. All right. Now, Mr. Robison, is there anywhere in that act, in any part of it, anything that provided that that found should be paid into the State Treasury—to any funds of the State Treasury?

A. None whatever, until the work had been completed and all expenses paid.

Q. Then, as you construed the act, you construed it to be your duty, under the law, to retain that money as a fund in your hands, paying the cost of reappraisement, and then pay the balance, if any, into the State Treasury?

A. That was my construction, and there was nothing in the law instructing the Land Commissioner to do anything else except to pay it into the State Treasury, after all expenses had been paid, at the completion of the work.

Q. Well, you say to pay it into the State Treasury. Do you mean pay the balance, if any, into the Treasury, isn't that what the act says?

A. Yes, sir, pay whatever remains.

Q. The law says for you to pay the balance into the State Treasury, it didn't say the fund, did it?

A. No, sir.

Q. Now, then, how did you know what the balance was until after the expenses had been determined, after paying for the reappraisement?

A. I couldn't know.

Q. Now, then, Mr. Robison, was that one cent per acre section or clause in this act amended at any time subsequent to June, 1925?

A. It was amended by the Special Session which met, I believe, in September, 1926, and adjourned some time in October.

Q. How was that provision changed?

A. The amendment was that whatever might remain of that one cent per acre, after the completion of the work, and all expenses were paid, should be returned pro rata to the owners of the lands who had paid it to the Land Office, or to the Land Commissioner.

Q. To the Land Commissioner?

A. Yes, sir.

Q. In other words, the law was changed so as to read that the residue or balance, after the entire reappraisement was completed, if any should exist, should go back to the landowners who furnished it in the first instance?

A. Yes, sir.

Q. That was the amendment of 1926?

A. Yes, sir.

Q. Do you remember the contention that the landowners out there made before the Called Session of the Thirty-ninth Legislature in 1926—their position in the matter?

A. Yes, sir.

Q. It was their contention before the Legislature, wasn't it, that they ought not to be called on in their distress to pay money into the State Treasury, that they were willing to pay the expenses, whatever they might be, but didn't want to pay any additional taxes,—wasn't that something like their contention?

A. When I first went out there on my first trip on appraisement—

Q. Well, now, wait just a minute, just answer that question first, Mr. Robison: Was that, in substance, their contention before the Legislature—that it was not right for them to contribute any money into the State Treasury, but they were willing to pay for the reappraisement?

A. Before the committee?

Q. Yes?

A. Of the Legislature?

Q. Yes?

A. I don't recall any contention there in the original act.

Q. I mean in the amendment?

A. Yes, that was their contention as to the amendment.

Q. That is exactly what I am talking about, their contention before the Legislature at the time of the amendment of 1926, was that their contention?

A. Yes, sir.

Q. You had heard before that time some complaint in the West about the law as it then existed providing that any balance paid in should go to the State Treasury?

A. The complaint that I heard on that line was that they felt, under their distressed condition, with the small amount of circulating medium in that country so difficult to get, that they felt that the State could afford to have it done at the State's expense, but they especially said that they did not want the State to make any money out of them under the circumstances.

Q. The Legislature accepted that view and passed that amendment of September, 1926?

A. It did.

Q. Providing that the balance should go back to the land owners of West Texas?

A. Yes, sir.

Q. Now, when was it, Mr. Robison, that you set about to comply with this law and to revalue or reappraise those lands?

A. I left home the latter part of July, 1925.

Q. The latter part of July, 1925?

A. About July 28, 1925; yes, sir.

Q. Now, then, did you make any preparations before you set out on your journey of reappraisement?

A. Yes, sir.

Q. Well, did you travel on the train or by automobile?

A. By automobile.

Q. Now, it is charged here, Mr. Robison, in this affidavit or bill of particulars that you squandered public funds, and bought you an automobile, and that you paid the Barker Motor Company something like eight hundred and some odd dollars, which constituted a crime against the peace and dignity of the State of Texas. Now, I will get you to tell this House all about that automobile, why you bought it, and what you did with it. All right, now, answer my question. Now, Mr. Robison, did you buy a Ford automobile from the Barker Motor Company, of Austin, Texas?

A. Yes, sir.

Q. A four-door sedan?

A. Yes, sir.

Q. Now, about June 23, 1925, or around that date?

A. When I first began to make preparations to go to the West I bought it.

Q. Why did you buy that automobile; that is, I mean to say this, what were you going to do with it after you bought it?

A. Use it as a means of travel to reappraise the lands.

Q. That is, you were going to ride in it out into West Texas to reappraise these lands?

A. Yes, sir.

Q. Now, then, would it have been cheaper or more expensive to ride the trains and hire private conveyance at the various—

A. I thought it would be very much less expensive, and more satisfactory.

Q. What would be less expensive?

A. I thought it would be very much less expensive and more satisfactory to have my own means of transportation.

Q. To have your own automobile?

A. Yes, sir.

Q. All right. Then you purchased this automobile and paid for it out of this fund, did you not?

A. Yes, sir.

Q. J. T. Robison, Special?

A. Yes, sir.
Q. That fund account?
A. Yes, sir.
Mr. Price: Now, if the court please, I would like to have the check there that Judge Allen introduced on that particular item.
Mr. Allen: The clerk has all the checks.
Mr. Price: We want them.
Mr. Allen: There is no use of that. There is no use of three or four hundred checks being brought up and turned loose on this table. He can get the automobile checks.
Mr. Price: We are asking for these particular checks you are specializing on.
Mr. Allen: I said automobile checks.
Mr. Price: We want some of these other checks. We have got five or six that we want. We are not going to eat them, either.
Mr. Allen: I don't suppose you are.
Mr. Price: I insist, as a matter of right, and in semblance of fairness in this thing, that these checks have been offered as evidence of defalcations, and I would like to have those checks and let Mr. Robison look at them, five or six of them.
Mr. Allen: I don't see any occasion for this. I think it would be very proper, very appropriate, to have the clerk bring the checks in here, and when they want a check, or we want a check, let us call on the chief clerk for it and get it.
Judge Sinks: That is all he wants.
Mr. Price: First, we want the Barker check. That is the one for eight hundred and some odd dollars. That is charge No. 1 of the affidavit, check for $827 to Barker Motor Company.
Q. Now, Mr. Robison, here is a check drawn on this J. T. Robison Special for $827, which is payable to the Barker Motor Company, dated June 23, 1925, which has been introduced in evidence heretofore. Is that your signature?
A. Yes, sir.
Mr. Price: We want to introduce that in evidence. Let it be considered in evidence for all purposes.
Mr. Allen: It is already in evidence.
Q. Now, Mr. Robison, what did you get with that check?
A. I got a Ford automobile.
Q. Were there some accessories that came with the car that were listed separately in the account?
A. It was for a complete set-up of that car, whatever might be important, or necessary, or convenient to the travel for such a trip as I was to make.
Q. I will ask you if these are not the items which you purchased with this check for $827: One four-door sedan, $578; 1 Etto wheel, $15; 1 set fender braces with bumpers, $17; 1 A. C. speedometer, $17; 1 Friac night guide, $12.75; registration fee, $7.25; making a total of $827? Now, is that a statement you received from the Barker Motor Company?
A. Yes, sir.
Q. All right. Now, what did you do with that automobile and those accessories attached thereto?
A. The accessories were attached to the car. I traveled in that car to the extent of over 17,000 miles.
Q. That Ford car?
A. Yes, sir.
Mr. Price: I would like to offer this in evidence, not to be copied; just as an exhibit.
Mr. Allen: That is all right.
The Witness: I would like to complete my answer: over 17,000 miles in revaluing the land.
(The statement from the Barker Motor Company was thereupon introduced in evidence, and was marked "Exhibit 75" for identification.)
Q. Now, Mr. Robison, after you had purchased this Ford car to travel in did you make any expenditures out of that fund in preparation for that work?
A. Yes, sir.
Q. You would go ahead and issue checks on this fund for whatever was necessary to commence that work, wouldn't you?
A. Yes, sir; and sometimes I would get more than one particular item and put money in my pocket and pay cash for other things I bought.
Q. At other times you would draw out of the fund cash and make it payable to cash or to yourself, and take that money and pay expenses of this reappraisement?
A. Yes, sir.
Q. That happened a good many times, did it not?
A. Yes, sir.
Q. Now, Mr. Robison, when that law came into force did it necessitate the employment of clerks, or extra clerks, over there at the Land Office to get up all of the data and write letters and get up forms necessary and incident to the reappraisement?
A. Yes, sir.
Q. I will just get you to explain, so that the House may know the character and the magnitude of the task, about

what had to be done over there in the General Land Office with the records and so forth in order to get the work started?

A. In the first place, there was some fifty or sixty thousand land accounts, and the Land Office had to go through each one of those accounts and ascertain which account was delinquent for interest and for non-payment of interest. In addition to going through that and listing separately each account, the name of the purchaser, description of the land complete, date to which the interest had been paid and all the data necessary, then go to the receipts kept in another case, or in the files, and all those files had to be drawn from the boxes that they were kept in there, and ascertain the party who paid the last interest, postoffice address; and then we had to prepare a form letter blank descriptive of that land, the amount of interest due to November 1, 1924, because the first of November had not yet arrived, and we could only calculate to the preceding November. We then had to send notices, not necessarily to the people who owned the land, because we didn't know who owned it, but the best we could do was to notify the people who paid the interest the last time. I believe approximately there were some twenty thousand of those delinquent accounts. We prepared a letter telling them the provisions of the law and suggesting that they advise the Land Office if they had determined whether or not they wanted it forfeited for non-payment of interest, or would pay the interest if it were not forfeited. And the great volume involved in the detail of getting that up necessitated that we employ, first and last, as best I can get the names, twenty-five different people.

Q. Twenty-five different clerks to assist in getting up these records and in going through those books?

A. Yes, sir.

Q. Now, how many different volumes did you have over there which contained those twenty thousand accounts you had to pick out?

A. About a hundred volumes, and each volume had two accounts on each page, and the volumes ran approximately 500 to 600 pages.

Q. Now, all these twenty thousand accounts you had to sort out were mixed in and mingled with about how many different accounts?

A. Around 130 volumes, 500 to 600 pages to the volume, and two accounts on each page, some patented, and some unpatented, some forfeited and some unforfeited, and necessitated going through and picking out those that were in arrears for non-payment of interest.

Q. About how many accounts did you have to go through to pick those out?

A. I haven't figured that. It was 130 volumes, 600 pages to the volume, and two accounts to each page.

Q. Well, that is a matter of arithmetic. That would be somewhere in the neighborhood of 140,000 different accounts your clerks would have to go through?

A. If your figures are correct, that would be the number.

Q. Well, that is the number of volumes?

A. About 130 volumes.

Q. Six hundred pages, and two to the page?

A. That would be twelve hundred accounts to each volume.

Q. Now how much would that be?

A. Twelve hundred times 130.

Q. 156,000?

A. More than that.

Q. No it is just exactly 156,000.

A. All right.

Q. 156,000 different accounts that those clerks had to go through to pick out this information. Now, then, how much did you have to pay clerks of that kind?

A. The least we paid was $125 a month, and the most we paid was the attorney passing titles. We paid the attorney at the rate of $400 a month.

Q. Now you testified that these clerks which you employed extra for this work, that you paid them ranging from $125 to $150 per month. Was that your testimony? I believe you stated that you paid those clerks that you mentioned about $125 to $150 per month, just the regular clerks, office clerks?

A. That is correct.

Q. Then you had one attorney employed, did you not?

A. Yes, sir.

Q. To act as special attorney in these reappraisements. Who was he?

A. Judge E. Cartledge, of Austin.

Q. How much per month did you pay him?

A. Four hundred dollars.

Q. Per month?

A. Yes, sir.

Q. How long did he work, about how long did he work?

A. Toward the last he didn't work all the time, and he was paid in pro-

portion to the time he put in. He was on the payroll as late as some time in 1928.

Q. Then he worked at this when you needed him at the rate of $400 per month for several months?

A. Yes, sir, for a long time.

Q. For over a year?

A. Yes, two years.

Q. For something like two years?

A. Fully that much.

Q. Now then out of what fund did you pay these clerks that you have mentioned, and also Judge Cartledge?

A. The reappraisement fund.

Q. That is the account of J. T. Robison, Special?

A. Yes, sir.

Q. All of those expenses for clerk hire, for legal counsel of Judge Cartledge, you had no fund out of which to pay those expenses, did you?

A. No, sir.

Q. The Legislature had not appropriated any fund other than the fund from the West Texas landowners?

A. That is all.

Q. That fund was kept in the Texas Bank & Trust Company?

A. Yes, sir.

Q. All of these funds as they came in were deposited in that bank to the account of J. T. Robison, Special?

A. No, sir; not all of them.

Q. Well, other than those what you cashed and took the money to pay expenses?

A. Yes, sir.

Q. I will ask you, Mr. Robison, what did you do with the money that you received from checks which you did not deposit, but which were from these landowners?

A. I used it for the expenses of reappraising the land and incident thereto.

Q. Some of those you cashed out in the field, didn't you?

A. Yes, sir.

Q. And some of them here in Austin?

A. Yes, sir. Some of them were handed to me out in West Texas in the field, and I cashed them for expenses as I went along the road.

Q. Now did you keep an account of the amounts of money that was paid in to you by the landowners?

A. I kept a record of it so that the amount can be ascertained, but I didn't open a regular book account, debits and credits.

Q. Is this book here which I hold in my hand a list showing the various lands that had become delinquent, and showing the number of acres on each tract of land?

A. That is the book in which appears the list of lands forfeited for non-payment of interest, owned by individuals, names listed with the particular tracts of land, and to which is attached an application or request for reappraisement, with the amount of money that party paid into the Land Office endorsed thereon, usually with the date on which it was paid, but sometimes you will find no date, but marked paid simply. In that event it means the money was given to me in the field, and I cashed it and used it for expenses, and reported the fact of its payment to the office, and then the entry was made simply paid.

Q. In other words, if I understand you, from this record which I now hold in my hand it can be ascertained the amount of funds of this one cent per acre fund which came into your hands?

A. From that volume and nine other similar ones. That volume shows the list of lands forfeited, the original sale price, and the price at which I valued it.

Q. This and nine others?

A. Yes, sir.

Q. Making ten volumes?

A. Yes, sir.

Mr. Price: We want to offer this book in evidence, not to be copied, but to be introduced as an exhibit.

Mr. Allen: No objection.

(The book was thereupon received in evidence and was marked "Exhibit No. 76" for identification.)

Q. Now in the aggregate how much money was sent to you as Land Commissioner on this one cent per acre fund?

A. I don't remember the total amount, but, according to the auditors, there was a difference between their totals and the number of acres of my total. They made it, in round numbers, 6,800,000 acres.

Q. To be revalued?

A. Yes, sir.

Q. Now on that basis, which is substantially, at least, in the neighborhood of correct, that would be about $68,000, wouldn't it?

A. Yes, sir.

Q. How much did you return in checks to the landowners?

A. Approximately $21,000.

Q. That left about $47,000 which you spent on reappraisement?

A. Yes, sir.

Q. How much would that make per acre for reappraisement?

A. About seven mills per acre cost.

Q. Seven mills per acre cost. Did that include traveling expenses, automobile, clerk hire, printing and everything that entered into the reappraisement?

A. It did.

Q. How many miles did you travel yourself personally in making these reappraisements, approximately?

A. 72,000 miles.

Q. Now let's put it on a mileage basis as to cost. Now if you traveled 72,000 miles, and attaching to each mile all of the expenses, including clerk hire in the office, and all expenses of printing, bookkeeping and all the incidentals, that makes something like sixty-five cents a mile for the whole business, doesn't it?

A. Approximately so, I assume.

Q. That includes everything on a mileage basis?

A. Yes, sir.

Q. Now when you started in in June of 1925 you prepared this car, and your wife assisted you, did she not, in getting ready for the journey?

A. Yes, sir.

Q. You left to her some of the details of purchasing some of the necessary equipment?

A. Yes, sir.

Q. Now you have heard a great number of checks read into the record, payable to Johnson Rubber Company, I believe it is?

A. Yes, sir.

Q. Johnson Rubber Company, of Austin. I think there are several of them. Now for what articles were those checks issued?

A. Such matters as were necessary to equip the car, especially the tires.

Q. Automobile tires?

A. Yes, sir.

Q. About how many sets of tires did you wear out in that 72,000 miles?

A. I can give no estimate of the number, but I know it was very large, because of the character of the country, the climatic conditions, and so forth, and the tires wore out very rapidly.

Q. If they ran ten thousand miles to the set that would be something like seven or eight times that you retired on that basis?

A. I recall especially one incident where they didn't run five thousand miles, and I could get no rebate.

Q. Why?

A. It was proved to be unequal to the task.

Q. Were the roads infrequented, and were there sharp rocks and thorns and things like that?

A. Yes, sir; a great deal of it; and canyons, gorges and mountains, bypaths, and stones.

Q. At any rate, it was rather rough on tires, these journeys were?

A. Very rough.

Q. And you bought tires from this Johnson Rubber Company?

A. When I would be here in Austin and re-equipped, I bought my tires as a rule from Johnson Rubber Company, yet I bought others in the field.

Q. Now, Mr. Robison, I will get you to explain to the House just what acts were necessary on your part in revaluing a tract of land; that is to say, I want to know from you, did you just stay in the hotel at some town and guess at it from the general contour of the country, or did you go look on the land with your own eyes?

A. As far as it was humanly possible to do so, I saw practically every tract.

Q. Was there a difference between the contiguous sections in the same character of country that you couldn't ascertain except by getting on the ground?

A. Yes, sir. I knew the territory as a whole, and I knew where there were bad spots and good spots, and whether or not the particular tracts of land that had been forfeited were good or bad, canyons, mountains or gorges, and I went there and got the best information I could as to whether that tract was worth so much less or so much more.

Q. In other words, in the same county, and in the same character of territory, you would make a distinction between, say, contiguous sections—that is, sections lying right by each other—on account of their peculiar differences?

A. Yes, sir; and even sections within themselves were lowered often because one portion would be worthless and the other fairly good.

Q. Was there even a difference between the character of grass on one section from that of another section next to it on account of alkali?

A. The character of grass in the West is very markedly distinct in different localities, and in spots even in the same locality. For instance, toboso grass is not very good, and gramma grass right adjoining it along on the fringe is very good; and I would have to distinguish between the qualities of that land for the purposes for which it could be used.

Q. Now, Mr. Robison, in going into

this matter of revaluation, what you were endeavoring to do was to ascertain the revenue producing power of the tract to be reappraised, with the view of determining whether or not the owner could live there and pay it out, is that it?

A. Yes, sir.

Q. Just explain what your system was in that particular?

A. In the first place, these lands had been lands that had been purchased since about the time of the Ranger oil field discovery. These lands were the left-overs after the better qualities of lands had been purchased, and people bidding on them would often assume that they were as good as others they had heard of in that vicinity, and bid high prices for them.

Q. That was during the oil excitement?

A. Yes, sir. My purpose was to ascertain and pick out the quality of the tracts of land in each particular locality, and determine from my knowledge of thirty years' contact with that country and the people who lived there what the particular section could be reasonably expected to produce for the purpose for which it was adapted. I had no information as to whether it could be used for oil or gold, and, the State reserving the mineral rights, I only valued it for the surface value, for what its value was used for grazing purposes; though when I found agricultural lands I placed an agricultural value on them.

Q. Your attitude in the matter then was to determine as fairly and honestly as you could the value of the land, what the value of the land was?

A. Yes, sir; what the owner could use the land at and expect to pay the interest due the State.

Q. That was your interpretation of the act that had been passed by the Legislature?

A. Yes, sir.

Q. Now, then, Mr. Robison, in doing that work, in making the reappraisements, that necessitated other book work in the office, did it not; that is, sending out of notices and so forth?

A. It required a great deal of office work; yes, sir.

Q. And you had to employ these extra clerks to do that work?

A. Yes, sir.

Q. For instance, some member here has suggested this question: Do you have any copies of letters notifying the persons of the fact that their interest payments were delinquent?

A. I may be able to produce a copy of such a letter, and if so I will bring it the next time I come.

Q. Mr. Robison, to what point of the State did you go when you started out to reappraise?

A. When I first started?

Q. Yes, sir.

A. I spent the first night—I don't recall. I left here expecting to stop at the Casey Ranch on the foothills of the Davis Mountains, and to reach there about the first of August.

Q. All right. About what time did you reach Del Rio?

A. I didn't reach Del Rio until about 10 o'clock Friday, which was Friday before the thirty-first day of August.

Q. 1925?

A. 1925.

Q. You were stricken there with sickness out there at Del Rio, and went to the hospital there, didn't you?

A. The affliction came on me Sunday morning at Marfa, prior to that Friday, and I worked all the week up until Friday morning before I gave up.

Q. Then you gave up Friday morning and went to the hospital at Del Rio?

A. I recall the last night I spent at Alpine, after going over the country, I worked until 4 o'clock in the morning, my wife helping me, getting out valuations.

Q. Now, from Del Rio, after you were stricken, you went to San Antonio; that is, your son carried you up there, didn't he?

A. On Sunday night after I arrived at Del Rio Friday morning.

Q. Now, Mr. Robison, in the paragraph of Section 9 of the bill of particulars it is charged that on or about the thirty-first day of August, 1925, while you were in the Land Office as Land Commissioner, and in possession of certain money belonging to the State of Texas, you did on said day, month and year pay to one J. M. Robison, whose residence was in Houston, Harris county, Texas, the sum of $1000, said payment made without proper warrant and voucher, in violation of the penal laws of the State, which act was intentionally, knowingly and willingly committed, and was and is a high crime and misdemeanor against the State of Texas. Now, I will ask you if you are familiar with this check here dated August 31, 1925, made payable to cash in the sum of $1000, on J. T. Robison Special, marked over in the left hand corner "Expenses"?

A. We had that in the former investigation before the House Commit-

tee, and I am familiar with it for that reason.

Q. Do you recall having executed that particular check?

A. I recall that I was aroused from a state of coma and asked if I could walk to the operating table. My answer was: "Maybe so, but wait. Bring me a blank check." I remember to have written a check, but until it was presented to me I could not have said for how much, nor to whom it was payable.

Q. But you knew that you were likely either to die or to have considerable expense there in the hospital, didn't you? Your condition was serious, wasn't it, Mr. Robison? We have gone into that, and we don't want to take up much time, but you knew that your condition was serious, didn't you?

A. I thought so, and from what the doctor said, I doubted if I would ever come off the operating table alive. I would hear them talk at times when I would be aroused from a state of coma.

Q. Now, then, you will note that there is the signature there on the back of that check of J. M. Robison. Is that the signature of your son, Dr. J. M. Robison, of Houston?

Q. He is an eye, ear and nose specialist in Houston, isn't he?

A. Yes, sir; and a great diagnostician.

Q. Did he take part and assist in diagnosing your case?

A. Yes, sir. He was with me from Sunday morning until several days after I was operated on.

Q. Mr. Robison, during your illness who took charge of the matter of paying nurses and hospital bills and so forth?

A. My son, J. M.

Q. Mr. Robison, I will ask you if it was ever your intention to make any gift or unlawfully pay any of this money into the hands of your son, J. M. Robison?

A. No, sir; I didn't do so.

Q. I will ask you, Mr. Robison, I will ask you if ever at any time during your administration of this fund you misappropriated or embezzled any part of that money?

A. I have not.

Q. I will ask you if you have used that fund for the expenses incidental to the reappraisement?

A. I have, counting this as part of the incidental expenses.

Q. Now, Mr. Robison, in making this check here did you consider that your sickness there and your hospital expenses had been directly caused by the wear and tear on you going throughout the country reappraising those lands?

A. I knew it had been brought upon me by being compelled under the circumstances to spend a night in a mining camp, and eating certain kinds of food they had there, because the food I had been carrying with me had been exhausted.

Q. You were under a diet, were you not, under the advice of Dr. Joe Wooten?

A. Dr. Joe Wooten has been my physician and adviser ever since I have been in Austin, since his father died.

Q. Now, Mr. Robison, I will ask you how many contributors of money, people in West Texas, paid into this one cent per acre fund?

A. I estimated to the former committee investigating this case that there were perhaps 1600.

Q. Now, has any one of those persons at any time ever objected or made any outcry or objection to the way you were handling that fund?

A. Not that I know of.

Q. I am asking if they ever made any objection to you, either by word of mouth or by written communications?

A. They have not, but on the contrary have been rather insistent that I have more elements they seemed to think would enter into matters that would make more comfortable my work.

Q. In other words, they wanted you to liberally consider this thing in favor of expenses, isn't that it?

A. Well, they have asked me about matters where I felt I was economizing and have protested against it.

Q. In other words, they protested against economy on your part?

A. Yes, sir.

Q. Now, Mr. Robison, a member here, in that connection, has sent up a question about your regular traveling account. How much traveling account out of the general appropriation did you get for traveling expenses?

A. About $300 to $500 a year allowed.

Q. How much of that did you return as a rule into the State Treasury?

A. I don't recall to have ever expended any of it during the time this reappraisement was on, unless possibly it might have been some time last year, possibly early in the year.

Q. As a rule, you have returned this traveling expense fund appropriated by the State, most of it, back into the State Treasury?

A. I don't recall to have any years ever to have used all of it. They used to allow $1000, and I asked them to cut it to $500.

Q. You are about the only department in this State Government that turns traveling expense money back into the treasury, aren't you, one of the few?

A. I don't know.

Mr. Allen: We object.

Mr. Price: I think it is admissible.

Judge Sinks: He said he didn't know.

Mr. Price: One of the members said they wanted to know.

Mr. Allen: If that is the case I withdraw the objection. Anyway, he has answered it.

Q. At any rate, Mr. Robison, in spending these Western people's money, you did what you could, did you not, to economize as much as you could within reason, and to carry out the purpose of the act?

A. Yes, sir.

Q. Now, Mr. Robison, how long were you in the hospital at San Antonio?

A. I arrived there after midnight August 31, the morning of August 31, between midnight and day. I left there the morning of the twenty-second of September.

Q. Did you have considerable expense there on account of your sickness?

A. I imagine so, but I was not familiar with that.

Q. Well, you do know you had expense of surgeons, do you not?

A. Yes, sir.

Mr. Price: Give me the Venable check, please.

Q. Mr. Robison, do you know Dr. Charles S. Venable?

A. I know him, yes, sir, as my physician, surgeon, in San Antonio. I never saw him since.

Q. I will get you to look at this check and identify it?

A. That is my signature.

Q. You paid that $300 to Dr. Charles S. Venable, did you not?

A. Yes, sir; for his service to me in the hospital in San Antonio.

Q. You gave him that check while you were in San Antonio?

A. Yes, sir.

Q. What is the date you paid him?

A. The day before I left the hospital.

Mr. Price: That is already in evidence.

Q. Did you have other physicians there at that time?

A. There were other physicians there; yes, sir. Dr. Joe Wooten was one of them.

Q. Now, what was the name of the other doctor?

A. Dr. Wooten met me there, and Dr. Cox came with me from Del Rio.

Q. You issued a check to Dr. Venable, and a check to Dr. Wooten, and a check to Dr. Cox, didn't you?

A. Yes, sir.

Q. Now, then, it is charged here, in substance, that on the twenty-first day of August you paid out of public moneys belonging to the State the sum of $300 to Dr. Charles S. Venable, which act was a high crime and misdemeanor against the State of Texas. Now, I will ask you if it is not true that the only $300 that you ever paid in your life to Dr. Venable is that $300 you paid him when he operated on you in San Antonio?

A. Yes, sir; and the check is dated September 21.

Q. Now, Mr. Robison, it is charged here in No. 2 that on the sixteenth day of June, omitting the unessential parts, you paid to Walling and Bradfield the sum of $78.76 out of money that belonged to the public, and that constituted a high crime and misdemeanor, as it was done in violation of law. Now, do you recall what connection that payment had with your reappraisement work?

A. That was for insurance.

Q. They are insurance agents, aren't they?

A. Yes, sir; insurance on car, theft, accident, fire and so forth.

Q. So you paid that check to Walling and Bradfield, insurance agents, for insurance policy on this car before you used that car in the reappraisement work, is that correct, in preparation?

A. For the trip to reappraise the lands.

Q. Now, here is bill of particulars No. 3, in which it is charged that you paid out of the public funds $19.30 to C. A. Dahlich, and that it was in violation of law, and constituted a high crime and misdemeanor.

A. I inquired of C. A. Dahlich Furniture Company and they furnished me an account of that the other day, and it was for shades for that car.

Q. Shades for what car?

A. The one I bought from the Barker Motor Company that was used for transportation for the reappraisement of the land.

Q. That was during June, July and August you commenced to use that car?

A. Yes, sir. Yes, I got it broke in before I left home.

Q. Now, did you put those shades on that automobile?

A. No, sir; but Dahlich did.

Q. The people you purchased them from adjusted or put them on your car?

A. Yes, sir.

Q. Did you use those shades on that trip out there?

A. I did.

Q. Have you got anything from Dahlich there showing about that $19.30?

A. I am trying to find it.

Mr. Allen: Just in economy of time, we wanted to introduce the Woodruff charges, and they objected, and the court sustained the objections. We didn't go into that. We didn't ask a word about it. We were not permitted to use those charges. That has been eliminated from this case by virtue of their objections, so that I think it is a useless waste of time.

Mr. Price: We hear a great deal about the waste of time, let's speed this thing up. We didn't bring these charges. They have been voted. It is going to take some time to meet them. It is true we objected to the introduction of the Woodruff charges as evidence, but they are in the record. They have been printed in the Journal and distributed to the members, and the members have read those charges. We submit, if the court please, that Mr. Woodruff having gone before a notary public and sworn to those charges, that Mr. Robison took public money, in seeking to clarify this thing we should be permitted to go into it. The fact that Mr. Allen might state it was not in the case might not clarify the minds of these members who have read those very serious charges.

As Mr. Moses has suggested, the fact that Mr. Allen will get up here and concede certain points doesn't mean that it is banished from the minds of the members, nor has he the power really to direct them in this matter. As I understand it, this House has the power, at the end of this investigation, to determine what specific charges they want to vote on. Those things are in the record, and we want to meet them.

Judge Sinks: Those charges, I haven't read them at all.

Mr. Price: They are filed in the record, the formal charges.

Mr. Allen: Judge Sinks, in order to keep the record straight and make the issues clear, let me remind you that when we began this hearing the first thing I asked for was for the reading of the Woodruff charges, and my good friends objected to the reading of the Woodruff charges, because they said they were not involved here; that this hearing was not based upon them and was not connected with them. Your Honor ruled that under those circumstances you would not permit the Woodruff charges to be read; but that the gentleman from Grayson, Mr. Van Zandt, had made the charges contained in the resolution calling for this hearing, and that this hearing would be predicated upon them and confined to them. That was the ruling of Your Honor with regard to that matter. So that you will find that the record shows that the resolution offered by the gentleman from Grayson, Mr. Van Zandt, was read here at the beginning of this hearing as the basis of the hearing.

Now, my good friend says there is something in the Journal about the Woodruff charges. I have never read them in the Journal. I don't know that. But if they are, they are not there in connection with this hearing.

When we began this hearing we were requested to state our respective contentions, and Judge Sinks will remember that I confined my suggestions to three propositions. The members will probably recall what they are.

Now, counsel in examining the respondent in this case is going back to the Woodruff charges, about which we examined no witness in chief, and about which we were not permitted to make any reference or introduce any part of the resolution. Now, that being true, I think the inquiry ought to be confined to the issue as it has been drawn. The issue has been clearly drawn, and I think we will have our hands full if we will confine ourselves to those issues. The Van Zandt charges were read.

Judge Sinks: I haven't kept up with this.

Mr. Allen: The differences between the Van Zandt charges and the Woodruff charges are rather broad. One goes more into detail than the other. One seems to have been boiled down after the other was written. There was no testimony offered by us in connection with the Woodruff charges. I am objecting and trying to confine the inquiry to the matters in issue here.

Mr. Price: Now, if the court please, if you will turn to the House Journal of date Thursday, June 6, 1929, there will be found in the record, that is, in the Journal, on the last column of page 53, an article reading like this: "The Speaker laid before the House, as a

special order for this hour, resolution by Mr. Woodruff relating to certain charges against the Land Commissioner, the resolution having been read second time on yesterday. Mr. Woodruff then withdrew the pending resolution."

He had one before this one, and withdrew it.

And then: "To provide for impeachment of Land Commissioner. Mr. Woodruff sent up for consideration of the House the following statement:

"State of Texas,

"County of Travis.

"I, H. G. Woodruff," and then proceeds in numerical order to lay down certain specific charges, under oath, before a notary public, Bess Odell Beeman, a notary public in and for Travis County, Texas. There follows twenty separate and distinct charges. Among them is charge No. 2 about Walling and Bradfield, and charge No. 3, the Dahlich $19.30.

That is followed immediately by the Van Zandt resolution, which appears beginning on page 56 and ends on page 58. Now, Mr. Woodruff in filing that affidavit was following a well known precedent of procedure in impeachment cases. That has been printed in the Journal and circulated not only among the members of this House, but has been circulated to citizens of the State.

Now, that charge No. 2 is a serious charge, having been made under oath against this respondent, and we do submit, as a proposition both of law and of right, that Mr. Robison ought to be given a chance to be heard in his testimony refuting that unwarranted charge, because he can show that it went for things in connection with the expenses of reappraisement.

Mr. Allen: I have objected on the ground that when we wanted to offer the Woodruff resolution they objected to it, and you sustained their objection and kept it out. I just don't want them to blow hot and cold. If they want to put the Woodruff resolution in, I am perfectly willing to have it read. If they want it we are willing for them to have it in, but we don't want them to blow hot and blow cold.

Mr. Moses: The admissions of Mr. Allen are not binding on the membership of this House. At the conclusion of this testimony Mr. Allen and Mr. Freeman may have an idea that certain matters have been established of such a nature that articles of impeachment should be voted by the House. The membership of this House may conclude that there are other matters than those that they mentioned that should be included in the articles of impeachment.

And in regard to the Woodruff resolution, no objection has been raised from our side of the table to counsel proving, or attempting to prove any one of the Woodruff charges. We did object to the charges being read and made a part of this record, for the reason that it was an ex parte affidavit on the part of Representative Woodruff. The fact that it was made under oath does not lessen the fact that it was ex parte and not proof of the facts therein alleged.

We have interposed no objection to going into any matter counsel wanted to go into where they brought proof that would show that the Commissioner of the General Land Office was guilty of high crimes and misdemeanors and guilty of conduct for which he should be impeached.

So with that statement, we think, that as a matter of justice, the respondent, if he has an explanation to make in regard to that, he should be permitted to make it.

We are not impugning the motives of Mr. Woodruff at all, but when charges are as grave in character as are contained in that Woodruff resolution, and have been made and printed in the Journal of this House, first read to the House and then printed in the Journal, and then have gone all over Texas; and in view of the fact that this House, if it decides to do so, after our lips are closed, and after the lips of counsel on the other side are closed, it is still within the power of this House, after you go back into the House, to adopt articles of impeachment, even though all the counsel, lawyers representing the House and lawyers representing the respondent, may be in accord that they ought not to be adopted, the House can go on and do it, if they want to; we think, as a fairness, that we should be permitted to offer proof.

Mr. Price: I think this will settle it. Here is the Van Zandt resolution: "Resolved, That this House resolve itself into a Committee of the Whole and shall forthwith proceed to an investigation of the charges enumerated above and other charges this day filed," and those charges appear here under Mr. Woodruff's affidavit immediately preceding this Van Zandt resolution.

Mr. Allen: That is very true, if Your Honor please, that the resolution was proposed, but counsel, I am quite sure, will agree with me that the members of this House are going to act intelligently and are going to act conscien-

tiously in any action that they take in connection with this matter touching the Land Commissioner.

Now, we have offered no testimony in the world in support of the matter counsel is referring to. It would be doing violence, I think, to the judgment and intelligence of the members of this House to say they would bring any charge against any citizen of this State that was not predicated upon and supported by some character of testimony. We have offered no testimony along that line. It is puerile for them to say that this House has the right to file charges beyond the scope of those we have introduced testimony on, for the reason that this House is composed of intelligent and conscientious men, and the members of this committee will not do it, I apprehend, unless there is some testimony offered to warrant such action on their part.

Now, we put in our testimony in chief. Their testimony on this hearing should be confined to rebutting matters and proof we have offered here, because this body is not going, as intelligent men, to act on any matter unless some proof has been offered.

Now, we submit that for the ruling of the court.

Senator Price: If the court please, if the idea of Judge Allen is that these charges are out of the way, I want to know here and now, Judge Allen, if you are willing to agree that the Woodruff charges, printed in this Journal, are unworthy of belief?

Mr. Allen: I certainly won't, and not only that, but the conclusive evidence was they were shown to be true.

Senator Price: Then you are relying on the Woodruff charges?

Mr. Allen: I am not; no, sir. I am relying on matters that have been proven by the witnesses here on the witness stand, and nothing else. If that happens to touch matters he represents—and I will, frankly, I haven't read the Woodruff charges, I want to read them, I would like to hear them.

Senator Price: We submit the question.

Judge Sinks: I don't know what are the charges here presented as the basis of testimony. Now, is it just the Woodruff charges you have reference to, that he didn't charge anything in connection with the matter you are inquiring about?

Senator Price: Most specifically and pointedly—will read it to Your Honor, if you care. It charges that he took $19.30 of the public fund and paid it out to C. A. Dahlich, illegally and unlawfully, and it constitutes high crime and misdemeanor, and that is in this very Journal.

Mr. Allen: I know, but it has got the Van Zandt charge, put in specifically the Van Zandt charge, and refers to the Woodruff charges as charges herein pending; and this charge was filed, and I didn't know we had filed any other charges except these charges filed by Representative Woodruff, though, out of necessity, the Van Zandt resolution refers to and makes a part thereof the charges which were filed, which were the Woodruff charges, and which were already upon this specific matter.

Senator Price: The check has been introduced in evidence.

Mr. Allen: Now, Judge Sinks, Your Honor, let me remind counsel of this: That check was never referred to further, when we got through with introducing the whole batch.

Senator Price: The check is there, isn't it, and you introduced it?

Mr. Allen: Every check is there, and you gentlemen said to introduce them.

Judge Sinks: Well, now, if you introduced that check in evidence, I will allow counsel to examine him on it.

Senator Price: All right. (To the clerk.) Have you the Dahlich check, please, for $19.30?

(The clerk searched for the check.)

Judge Sinks: Everybody seems to know what that check was, there is no question about it. Maybe we can get along better by just going ahead with your interrogation.

Mr. Allen: I will find it for you, I can find it better for you in the Journal.

Q. All right. Now, Mr. Robison, since this charge was filed, you have made some investigation about that specific charge, haven't you—the charge that you paid $19.30 to Dahlich?

A. Yes, sir.

Q. Now, what did you find out about it, just explain that to the House.

A. I found out that I had purchased curtains or shades for the auto that I purchased from the Barker Motor Company, in which I was to make the trip to reappraise the land.

Q. And those curtains were got for the use of your car, and you did use them in that connection?

A. Yes, sir.

Q. Did you at any time pay Mr. Dahlich—C. A. Dahlich—the sum of $19.30, or any other sum, for purely private purposes?

A. Not about that time. I have bought furniture from them, long before

that, but I don't recall to have bought anything at that time nor since.

Q. I mean, though, out of funds other that your private account?

A. No, sir; never did.

Q. Now, Mr. Robison, on page 54, in charge No. 4 of the Woodruff affidavit, you are—

Mr. Allen: Now, one moment. They wouldn't let us introduce, or have read, the Woodruff affidavit, and now he refers directly to and wants to get through a paper that he kept out of the record. Now, if they want them in, we make no objection to their being read right now; but unless they are introduced in evidence, we certainly make objection to their being questioned about.

Senator Price: If the court please, we would like to handle our defense in our own way, this House has given us authority to develop the defense as we see fit, and I think these interruptions of Judge Allen are unwarranted. We didn't seek to advise you as to how to proceed. These charges are printed, and we want to answer this specific charge No. 4, where it is charged he paid out the sum of $24.75 of the public fund, illegally, to Walter Tips & Company, unlawfully, not for any lawful purpose, and in his official capacity.

Judge Sinks: Was the check introduced in evidence?

Senator Price: Yes, sir.

Judge Sinks: I think he has the right to ask about any checks introduced in evidence.

Mr. Allen: Well, several hundred were introduced—it was introduced, put in here, and is now in evidence.

Judge Sinks: Well, I think if the checks are before this House, they are due to be commented on by either side, and he has the right to explain any check that has been introduced in evidence. That is the way I look at it.

Senator Price: Certainly.

Q. All right. Mr. Robison, to save time, just state in substance your explanation of charge No. 4 here in this affidavit, that when you were Land Commissioner, in your official capacity, you took money belonging to the State of Texas in the sum of $24.75, and paid the same to Walter Tips Company, and that said payment was made for the purpose of satisfying the personal obligation or obligations of J. T. Robison to the said Walter Tips Company, and not for any lawful purpose in his official capacity as Commissioner of the General Land Office. Now, have you made investigations as to that item of $24.75?

A. I have.

Q. What are the facts in connection therewith?

A. The Walter Tips Company sent me a copy of a bill amounting to $24.75, July 13, 1925, for cots, and those cots were marked "Paid."

Q. Wait just a minute, I want the members to get it. That was for cots—c-o-t-s—wasn't it?

A. The cots were part of the equipment, as we were going into the country on the reappraisement of land prepared for emergency to camp when we would be compelled to do so.

Q. Well, it has been introduced. Now, that is the only check for $24.75 that you gave to Walter Tips about that time, isn't it?

A. So far as I know.

Q. Well, do you know of any other check of that exact amount?

A. I do not.

Q. And that was for the purpose of purchasing those cots?

A. Yes, sir.

Q. Now, you paid that out of the J. T. Robison, Special, these West Texas land owners' fund?

A. Yes, sir.

Q. And not out of any public moneys or out of any moneys appropriated to you by the Legislature?

A. That is true.

Q. Now, then, here is a charge in the same affidavit, that on the 28th day of June, 1928, you negligently, wilfully and carelessly permitted Mrs. J. T. Robison to take from said money or moneys the sum of $100, without the authority of the State of Texas, etc., and so on. Now, have you investigated that particular matter?

A. I have not; had no way to do so.

Q. And have you any facts to relate which show why at that time you paid Mrs. Robison any money out of this account?

A. I had her to assist me in the preparations for the trip. I at that time was exceedingly busy all the time in the Land Office, and I turned it over to her to use in the preparations for the trip.

Q. Have you at any time paid over or turned over to Mrs. Robison any funds out of this one cent per acre fund to be spent by her for other than the expenses on this reappraisement?

A. I have not.

Q. Now, then, Mr. Robison, had you at that time or any other time paid over any of the public funds of this

State appropriated to your department to Mrs. Robison?

A. What?

Q. I say, did you at that time, or have you at any other time, given or paid over to Mrs. Robison, for her personal use and benefit, any moneys out of any State fund, or out of any other fund, for her personal use and benefit?

A. No, sir.

Q. Now, here is charge No. 7, in the Journal, that on the 18th day of August, you paid out of State moneys or public moneys, the sum of $54 to Clyde Grover. Now, I will ask you what connection that payment had with the reappraisements of these lands?

A. The summer of 1925 was the time that this country was drouth stricken. I was having to haul water for livestock, and I had chickens and everything else. When my duties required me to begin the reappraisement of these lands, I employed a young man to stay there and take care of my affairs while I was away. While I was in the hospital in San Antonio, my wife came home and found the young man ready to quit. She went to the Texas Bank & Trust Company and saw Mr. Sparks personally, and he let her have the money, the sum of $54, out of that special fund.

Q. Yes? That was made necessary and would not have occurred except for your being absent on these reappraisements?

A. It would not.

Q. Did any person in West Texas, or any person who contributed to this fund, ever make any objection—

Mr. Allen: We object to that.

Q. —to any payment of that kind?

Mr. Allen: We object to that. He stated that at no time on earth did anybody connected with that fund in West Texas ever object to it; he has testified to it over and over again.

Judge Sinks: He has testified to that.

Senator Price: In a general way.

Mr. Allen: In a very positive way.

Senator Price: All right, very well.

Q. Mr. Robison, I don't believe that you explained about the check to Dr. Joe Wooten. There was a check introduced here, I believe—I don't see a record of it here now—for $300. That check, I believe, was given for services rendered by Dr. Wooten when you were sick in San Antonio?

Mr. Allen: Now, we object to that. The Doctor has testified about that, and he didn't say that—Dr. Wooten said $100.00 of that check was given while Mr. Robison was sick in San Antonio, and $200.00 in payment of an old bill that he already owed him—that was Dr. Wooten's testimony. Now, if counsel is going to let the witness testify, he ought not to contradict the Doctor's testimony, that is the question.

Judge Sinks: Do you understand that is the testimony?

Mr. Allen: Yes, sir, that is the testimony. The record will show it. Anyway, his question is leading and suggestive, and—

Q. Well, be that as it may, I want to ask you if, at the time you were sick, you paid Dr. Joe Wooten $300.00 out of this fund?

A. I gave him a check for that amount, not knowing what his bill was at the time. I had a settlement with him subsequently.

Q. At any rate, that check was given him on the occasion when you had been sick at San Antonio, and he made the trip down there?

A. Yes, sir.

Q. And then, following that, you came here to Austin; and how long were you sick here?

A. I wasn't from under the care of doctors until October, 26, 1925.

Q. But I want to get at this, Mr. Robison: How long, beginning with the time that Dr. Joe Wooten came to San Antonio to wait on you professionally, for how long did he wait on you following your operation down there at San Antonio?

A. Dr. Joe Wooten returned to Austin, and I think went back to San Antonio possibly once; and when I came to Austin, home, on the 22nd of September, he cared for me from then until the 26th of October.

Q. That would be about how many days that he waited on you or served you following that operation at San Antonio?

A. Some thirty-four days.

Q. That he was constantly in attendance, had you under his supervision?

A. Yes, sir.

Q. Is that correct?

A. Yes, sir.

Q. All right. Now, then, Mr. Robison, do you recall that there was enacted, I believe it was in 1925, or probably 1919, I forget which—an act pertaining to the lease of University oil lands of this State?

A. Yes, sir.

Q. What was it—1917?

A. 1925.

Q. You are familiar, then, with the

fact that the Legislature, in 1925, passed an act providing for the sale of the University oil and gas leases at competitive sales—that is the one I am talking about?

A. Yes, sir, I am familiar with that.

Q. Prior to that time, there was no competitive statute, was there?

A. Not for sale of oil and gas in the University lands.

Q. Now, then, who prepared this bill, and how did it come about?

A. I prepared it on my own initiative, as a better measure to continue the development of oil and gas on University lands, after we had secured development under the Development Statute of 1917.

Q. All right.

A. The 1917 was an experimental law to develop settlement on easy terms, getting it started; after we got it started, then I wrote the other one; it was patterned after the bill that I had written, perhaps, at a previous session.

Q. Now, under the terms of this Act of 1925, you provided for the sale of these leases at competitive sale by field bids, didn't you?

A. Yes, sir.

Q. Now, when did you immediately commence to carry out the terms of that act?

A. I believe it was June following the enactment of that statute, I placed all of the unleased University lands on sale for oil and gas purposes.

Mr. Smith: Mr. Chairman, a member of the committee has suggested to me that Mrs. Robison, who is probably in the gallery, might probably like to be down here, where she can hear better and be more comfortable. It is just a suggestion of a member of the House.

The Speaker: I will state on that, Mr. Smith, I gave Mrs. Robison permission to be here through this session, or any member of the family with her. If they care to come, of course, they are entirely welcome.

Q. Now, Mr. Robison, when did you first begin to administer that Act of 1925—that is the Competitive Sales Act?

A. I—as I recall, it was June after the enactment of the statute; I advertised and placed on sale all of the then unleased University lands for oil and gas purposes.

Q. Well, did anything come up to stop the operation of that act?

A. Yes, sir.

Q. Well, just state what occurred?

A. Subsequently, when numbers of requests had been received for placing it on the market, I started to do so; the requests came in this form: Individuals conceived the idea that the Act of 1925 was invalid, and filed something over 2600 applications on University lands, using the 1917 statute. Deeming these applications as a sufficient request and an indication that University lands were in demand under the statute, I proceeded to list—I rejected those applications, and proceeded to list the lands, sent the list to the printer at that time, but before it was printed, a Mr. Theisen filed a mandamus suit against me in the Supreme Court, alleging invalidity and unconstitutionality of the Act of 1925, and relying upon the validity of the statute of 1917. When that suit was filed in the Supreme Court, I withdrew the list of lands from the printer, and withheld them until after the litigation had been disposed of.

Q. Now, Mr. Theisen,—his contention was that this act was invalid, and he wanted you to go ahead and give him a permit under the old Permit Law, on the theory that this law being void, had not done away with the Permit Law. Wasn't that it?

A. That was his theory.

Q. All right. Then, what occurred with the Theisen case? Did you take the position that this competitive statute was a valid one?

A. Yes, sir.

Q. And the Attorney General of this State attacked that act, didn't he?

A. Yes, sir, by intervening on behalf of the Regents.

Q. Well, what was the final result of that case in the Supreme Court?

A. Mr. Theisen filed his suit, as I recall, in the spring of 1926. The case lay in the courts, was finally submitted for two days' argument, March 18, 1928. The court took it under advisement, rendered an opinion the 25th day of June, 1928, sustaining the validity of the law or the constitutionality of it. A motion for rehearing was filed, and the Supreme Court overruled the motion for rehearing in October, October 17, 1928.

Q. Now, at all times during the pendency of that suit, which was to determine whether that was a law or not a law, you declined absolutely to operate under it, didn't you?

A. I did, having withdrawn the list of lands from the printer, as I stated a moment ago.

Q. Do you not recall that I had a conversation with you some time in the

summer or early fall of that year and asked you about the advertising of those lands?

A. I remember you discussed the matter with me personally in Fort Worth during the summer of 1928, and inquired about the status of the suit, etc.

Q. And isn't it true that you stated to me at that time that you were not going to advertise or make a sale of any of those leases to any one whatsoever until the Supreme Court passed on it finally?

A. That was my statement and my position.

Q. And did you stay by that position?

A. I did.

Q. What happened that caused you to begin to administer the law in October?

A. After the Supreme Court had written its opinion, June 25th, I was out in the country on my campaign for renomination, and it was a daily occurrence for numbers of people to inquire of me about the status of the University land, and urging me to place them on the market, and I would explain to them the situation, that I wouldn't do so until the Supreme Court had concluded the case. When the court had concluded the case, hundreds—literally hundreds of people had already requested, in a general way, that the University lands be offered for sale. Immediately after the rendition of that decision I set about to prepare the list for advertisement and sale, intending to put them on the market the 1st of December; but the help in the office was so short I had to do that personally, and it required until the 10th of November before I could get the lists in the hands of the printer.

Q. The 10th of what?

A. The 10th of November, before I culd complete the list and transmit it to the printer—to the Board of Control for the printer.

Q. Do you recall, Mr. Robison, I came into your office on or about November 1st and stated that the Supreme Court had refused a motion for a rehearing in the Theisen case, and indicated to you on the records that you had there the lands which you wanted you to advertise for sale?

A. Yes, sir.

Q. I will ask you to explain just how that was done, just what was done.

A. You phoned me from Fort Worth, asking if I would be in the office at a certain time. I answered you affirmatively. You came down and came in and told me you wanted to see about the University lands going on the market, drawing from your pocket numbers of pieces of paper, almost this size (indicating), but a little smaller, as if they had been torn from a memorandum book; on those pieces of paper, numbers of them, you had numbers of blocks of University lands and section numbers, that, as I recall, amounted to perhaps up towards a quarter of a million acres that you wanted me to place on the market the first day of April, and you remarked that you had clients, that you wanted them put on the market for them, and you started to say something about that, and I just remarked to you, "Oh, well, it is not material who they are, the law is mandatory"; and you said something about, well, if I would bring them on the first day you would consider it a favor. I said, "Lloyd, this is not a matter of personal favor, it is a mattter of the law. The Supreme Court has said it is mandatory, and if you request them on the first day—whatever date that is—they will go in. Otherwise, you can sue me on mandamus and compel me to do it." We went to the map with that memorandum of the sections and blocks, and checked them off with the map in various counties all the way west to Hudspeth county. Then I checked them on typewritten lists. After I had prepared, marked on the dates you wanted, and when I prepared my list, seeing the great quantity you wanted, I picked up the scratch pad one afternoon after the office was closed—as I often stay and work some—I dropped you a memorandum, suggesting that in view of the quantity of land that you had asked for, lest no mistake be made, you had better write me a letter specifically again referring to the sections you wanted put on the market, and I said, "I want you to reduce it to the very lowest number that you possibly can, because I don't want to bring so much on the market the first day, or at one time." You came back with a letter, dated the 17th of September—or November—received at the Land Office, according to my recollection, the 19th of November, specifying, as I recall it, less than half of the number of sections you had originally requested.

Q. In other words, Mr. Robison, you told me, did you not, that under the law I had the right to specifically demand any amount, but you suggested that you thought that I ought to re-

duce the amount; and I did that, did I not, to 53,000 acres?

A. You reduced it to something like 50,000 acres?

Q. Something in the neighborhood of 50,000 acres?

A. Yes, sir, I just refer to it as 50,000 acres, whether three more or less.

Mr. Purl of Dallas: Mr. Chairman, I think Mr. Robison has been on the stand now since 1:30, and I don't think we are going to get through this afternoon; and if counsel are willing, I would like to make a motion—if any member objects, why, all right—we can pass two or three bills. He has been on the stand two or three hours, and I make a motion that the Committee rise, report progress, and ask permission to take a recess until 10:00 o'clock.

Mr. Johnson of Dimmit: I move that the Committee rise, report progress, and ask permission of the House to recess until 8:00 o'clock.

The Speaker: The gentleman from Dallas moves that the Committee rise, report progress, and ask permission to recess until 10:00 o'clock. The other motion, by Mr. Johnson, is that the Committee rise, report progress, and ask permission to recess until 8:00 o'clock tonight.

Mr. Purl: Mr. Chairman, may I make this remark?

The Speaker: Yes, sir.

Mr. Purl: It would seem to me that to require a witness to stay on the stand eight or ten hours at a stretch is just a little too much to ask of the witness, much less the jury, and it seems to me like it would be a common sense thing to let the man retire, and let us go back into the House and pass a few bills, and come up in the morning, when we are all fresh, and get through with it. I am not trying to run the thing at all, but I just think it is common sense.

(Mr. Johnson's motion, on being put to the Committee, was lost by a vote of 48 "yeas", and 50 "nays".)

Mr. Bond of Kaufman: Mr. Speaker, I move that the Committee rise, report progress, and ask leave of the House to recess until tomorrow at 9:00 o'clock.

Mr. Purl: Mr. Speaker, I move a substitute, that the Committee rise, report progress, and ask permission to meet at 9:30 tomorrow morning.

(Mr. Purl's substitute motion prevailed and the Committee thereupon adjourned to meet at 9:30 the following morning.)

WEDNESDAY, JUNE 26, 1929.

MORNING SESSION.

The Committee of the Whole met pursuant to adjournment at 10 o'clock a. m., Wednesday, June 26, 1929, whereupon the following proceedings were had:

The Speaker: The Committee will please be in order. I will state to the gentlemen who have resolutions that those resolutions will be read just as quickly as the Chair can place them before you. The House gave permission to the Committee of the Whole to recess until 9:30, and the point of order is made that the hour has arrived. The Chair is powerless to do anything except to sustain it. I trust that we will have good decorum and will not be troubled with confusion and disorder that will necessitate complaints from the members that they cannot hear. All right, gentlemen, let's proceed.

J. T. Robison, the respondent, still being on the stand as a witness in his own behalf, and under examination by his own counsel, further testified, as follows:

(By Mr. Price):

Q. Mr. Robison, the last question I asked you yesterday had reference to the fact that in our conversation I agreed to reduce the amount of acreage in my written or specific demand from 103,000 to 53,000 acres, and this was done at your suggestion. Now do you recall receiving a letter from me setting forth specifically the tracts of land which made up the 53,000 acres?

A. Yes, sir.

Q. And do you recall that following the writing of that letter and its receipt by you that I followed it up with several conversations reiterating our request or demand for the sale?

A. I do.

Q. Now, Mr. Robison, following that you prepared your advertisements, did you not?

A. The lists of lands to be placed on the market were sent to the printer on November 10, before your final letter written on November 17, and after that you followed it up with interviews when you would be in Austin.

Q. Now in this advertisement, as I recall it, you had for sale on January 2, 1929, approximately 53,000 acres of land. That was the land specifically requested, wasn't it?

A. After I received the proof back from the printer I checked over, with your request, and eliminated many

tracts I had already listed for the second of January that you had embraced in your original request, placing in the list for January 2 only those which you had specially named in your last letter, and a few others in some blocks, as I didn't care to chop up the blocks in the way I would have had to have done to have separated them. The total land left the second of January was approximately 100,000 acres.

Q. That is to say, the advertisements finally printed?

A. Yes, sir; with reference to the land you had requested and a few in some blocks.

Q. So as to have it rounded out, instead of being jagged or irregular in form?

A. Yes, sir; that is what I mean.

Q. Now then, Mr. Robison, do you recall that along in December certain persons came to you protesting the sale of those University lands?

A. My recollection is the first protest came to me in November.

Q. From whom?

A. After I had sent the list to the printer.

Q. From whom did this protest come?

A. The first one, to step back a little, on one occasion, or perhaps on one or two occasions, when Judge Batts, a member of the Regents, came to the Land Office to see me concerning the boundaries of some University lands in Pecos county, and wanted me to go with him, or to go out and look it over, and I told him I couldn't go, because I was too busy preparing the list; and then we discussed the matter of placing the lands on the market informally, without any definiteness about it, and nothing more was heard from him until after I had sent the list to the printer on the tenth of November. Then he came back on one occasion and told me he had a letter from Mr. Nazro, that I knew was the head of the Gulf Production Company, or the Gulf Oil Corporation, whatever may be its name, and started in to read me the letter; and I told him that he could tell me what was in it; and he protested against the sale of the lands, and quoted me the substance of what Mr. Nazro had written him.

Q. Mr. Nazro is president of the Gulf Production Company, isn't he?

A. Yes, sir.

Q. Did General Jake Wolters, of the Texas Company, also talk with you about it?

A. After Mr. Batts had been there, General Wolters came, and said he came as attorney for The Texas Company.

Q. You told General Wolters that, as you viewed the law and understood it, that you felt that it was mandatory when a citizen, under the law filed with you a demand in the form of the statute, didn't you?

A. I did, and gave him the decision of the court to read while in the office.

Q. Do you recall whether General Wolters stated he thought that your construction was right?

A. I don't recall his commenting upon that.

Q. So far as the law was concerned, you don't remember what he said?

A. I do not.

Q. Those were the first remonstrances that came to your attention?

A. Yes, sir, except Robert L. Holliday, a member of the Boad of Regents, had written me something about the matter before that.

Q. Now, then, there followed on that a protest from what other persons?

A. The Humble Company wrote me a letter, or at least one Mr. Pratt, who was the director, as I recall on the letterhead, of the geological department of that company, protesting against the sale.

Q. All right, who else?

A. Subsequent to that Governor Moody called me.

Q. Then Governor Moody, after these men had seen you, also protested the sale, didn't he?

A. Yes, sir.

Q. Now there has been charged here as the basis in these proceedings that there were differences between the Governor and the Board of Regents and the Attorney General. Now, if I understand you, the differences were as follows: that as you interpreted the law it was your mandatory duty to act and to set the dates for these sales and make the sales; that was your position, wasn't it?

A. It was.

Q. Now what was their legal position?

A. Withdraw the lands, law or no law.

Q. In other words, they told you to withdraw those lands, law or no law? Who was it told you to withdraw those lands, law or no law?

A. Governor Moody and Judge Batts, after Governor Moody, according to his own testimony of record in this volume in the former investigation had stated that he had read the de-

cision at my request and had stated it was correct on the law, and he also testified that Judge Batts had doubts about my power to withdraw them.

Q. But, none the less, they kept insisting upon them?

A. They did.

Q. Now, Mr. Robison, according to Governor Moody's testimony, you had a conference at a place called Dilley. Now that conference followed several previous conferences, didn't it?

A. Followed two former conferences in person and one over the phone.

Q. Now I don't remember that it was testified directly and pointedly, but as I remember the testimony suggested that you flatly agreed that you wouldn't sell but about twenty sections of that land, and that you broke this agreement by advertising a greater amount than that. Now I want to ask you whether at any time you made any agreement as to the number of acres? I wish you would explain that to this House and just what you agreed at Dilley?

A. Preliminary to that statement, permit me to say this. Judge Batts testified that he understood it to be one tract, in discussing the matter with him in conference. Judge Batts misunderstood. My statement was that I had one specific request.

Q. Now just a moment ago you used the term specific request. What you really mean is an application in writing?

A. One application in writing, specifying specifically the section number, block number and county, where they desired it to be placed on the market the first sale day. Judge Batts construed one request to be one tract. When Governor Moody and I were in conference in Dilley he asked me how many tracts were involved, how many sections were involved, and I answered that I didn't know; that I hadn't charged my memory with that, and I had no idea. "Well, name some number?" "I can't do it Governor." "Well, about how many?" I answered: "I don't know whether it is ten or forty. There may be more, and there may be less. Whatever there are will be placed on the market." He said: "Well, are there as many as twenty?" I answered: "Discuss it on that basis, if you will. It will do as well as any." And after that it was discussed on a basis of twenty sections, being 12,800 acres. That is absolutely the conversation that occurred.

Q. That was merely an estimate that was made for the purpose of designating the tracts that had been applied for in writing?

A. It was not a particular estimate of anything; simply a statement that I didn't know how many, but if he desired to do it we could discuss it on a basis of twenty sections, as twenty sections would be as well as a hundred for a basis of discussion.

Q. But, at any rate, it was your contention there that you would bow to the opinion of the Attorney General, and that you would attempt to withdraw and attempt to postpone the sale of all lands absolutely except those for which you had a demand in writing; and that you would not withdraw or attempt to postpone those lands which you had advertised for which you had this demand in writing; wasn't that your position?

A. Yes. Allow me to make this statement to get at it as a connected whole. It will better reflect my attitude under the circumstances. When Judge Batts came to me after the 10th of November, after the list had been sent to the printer, at a time when the list showed all of the million and a half acres advertised during the month of January, beginning on the second and ending the 31st day, he wanted me to withdraw or postpone until after the Legislature met. I expressed to him the appreciation of the attitude and feeling that the Regents had, and that I also had as a student of the University. I was willing to co-operate with them and do anything on earth I could within the limits of the law, and told him that I would, when I received the list back from the printer for the purpose of reading the proof, move the dates of all the lands to go on the market after the second of January up to the sixteenth and from then on, except those for which I had specific request, and a few other tracts in the same blocks, as I didn't wish to chop them up. When the list came back from the printer, in reading the proof I went over them later to ascertain which sections I had specific requests for, and left them in until the second of January, and a few others in the same blocks, and changed the dates on all the others so that none would go on before the sixteenth of January. I agreed with Judge Batts that if you can get a better law than what we have, or if you desire to repeal the present law when the Legislature meets, I will throw in with you and assist in the movement.

Q. All right, Mr. Robison, to get to this question I asked you, so as to boil it down, we have gone over this, as I understand, coming up right to the last part of the controversy, it was your decision that you would attempt to postpone, and did postpone, all lands except for which you had a demand in writing?

A. Except the few tracts in the same blocks.

Q. But ultimately you attempted to withdraw those, except just a few edge sections to round it out?

A. That is true.

Q. In other words, you went with them and bowed to them in everything on earth except the question of postponing these sections for which you had a specific or written demand; that was all the difference now, wasn't it?

A. That is true.

Q. The only difference on earth between you and the Governor. Now it has been brought out in evidence here, Mr. Robison, that I have known you ever since I was a little boy; that is, that you have known me. Obviously, the purpose of that is to show—

Mr. Allen: We object to arguing this matter. Every question is leading.

Mr. Price: Very well. I think that is apparent. Technically, I think you are correct.

Mr. Allen: I am correct.

Q. Now it was mentioned here in testimony that you have known me ever since I was a boy. Now, Mr. Robison, I ask you if, as Land Commissioner, if any other citizen in this State had done the thing I did under that letter, and made specific demands as I made in writing, under that letter, would your action have been the same?

A. It would have.

Q. Why would it have been the same?

A. Because the law controlled my action. Every citizen must receive the full benefits of the law dealing with me in the Land Office, as I understand the law.

Q. All right. Now then, Mr. Robison, following your decision to make that sale on the second of January, you were served with a writ of injunction, were you not?

A. Yes, sir.

Q. Before we get to that point, the Attorney General in this matter was insisting that you should withdraw all those lands, wasn't he?

A. I can't say that the Attorney General was insisting on withdrawing the lands. He was in a conference in the Governor's office, at which time I was present, and Judge Batts, and Dr. Benedict of the University, and the Governor and myself. There the question came up, and I was asked, notwithstanding my views of the law, if I was willing to submit the question to the Attorney General and abide by his decision. I told them I was willing to submit it to the Attorney General and abide by his legal opinion, after a careful investigation of the law, citing me authorities and showing me that I had power to do so.

Q. And show you that you had power to do so?

A. Yes, sir.

Q. Now then when that opinion came—

A. The Attorney General openly said that he would then give me an opinion that I had the power to do so. I turned to him in a private talk and called his attention to the fact that I had stated that it was his legal opinion, after an investigation of the law, and said to him that there certainly must be more involved than you think, and told him some of the questions involved, and the Attorney General said to me: "I doubt myself you have the power to do it, but I would do it anyhow, because the Governor and the Regents want you to do it."

Q. Now I want you to make that plain. If I understand you, the Attorney General of Texas told you that he had doubts himself as to your power under the law to do what you were being asked to do, but he said he thought you ought to do it because the Governor and the Board of Regents wanted you to do it?

A. He said that, and I answered: "Claude, I don't know how to run the Land Office that way."

Q. You mean by Claude, General Claude Pollard?

A. Yes, sir, the Attorney General.

Q. Now, Mr. Robison, in your conduct of that office you have endeavored, have you not, to track the law and to do what the law required you to do in each instance?

A. I have in every instance followed what I believed to be the law.

Q. Now then two or three times there have arisen differences between you and the Attorney General on the meaning of the law, has there not?

A. Nothing of serious consequence.

Q. Regardless of the consequence, I didn't ask you about that; I just asked you whether or not there have arisen differences between you and the present

Attorney General and his department as to the meaning of the land law?

A. Yes, sir.

Q. Where you have been diametrically opposed in view. Have any of those cases ever been subsequently passed on by the Supreme Court?

A. Yes, sir.

Q. Were you upheld, or was the Attorney General upheld?

A. The Land Office was upheld.

Q. In at least two instances, wasn't it?

A. Yes, sir.

Q. In the validity of the relinquishment act and also in the validity of this leasing act?

A. Yes, sir.

Q. All right, how did the conference at Dilley wind up? As I understand, there were present there yourself, Mr. Paul Page, of the Attorney General's Department, Governor Moody, Mr. Claud Teer and probably several others. Was that all?

A. Yes, sir.

Q. How did it wind up?

Mr. Allen: I think we ought to hear the proceedings as we go along.

Mr. Price: Very well, from now on all our conferences will be through the microphone.

Q. Now, Mr. Robison, what finally happened there in the Dilley conference? By using the words winding up I meant what happened toward the last?

A. I can't hardly state the conclusion of it and give you a proper view of it without giving you matters leading up to it.

Q. Well, very well.

A. Governor Moody called me over the phone late Friday afternoon of Christmas week. I was at the Callahan Ranch near Laredo. He asked me what I wanted to do about the University lands, about putting them on the market, and if I was going to follow the Attorney General's opinion. I told him I hadn't seen the Attorney General's opinion. He stated that he had it, and that he held that I had power to withdraw the lands. I asked him if he cited any authorities, and he said he cited the Theisen case. He asked me when I was coming home, and learning that I expected to leave the next morning he told me that he would meet me at Dilley at 7:30.

However, going back to the original conversation over the phone, he told me that if I didn't withdraw the lands he would be forced to call the Legislature together in special session, at enormous cost, and would issue a public statement placing the responsibility upon me, to which I answered: "Governor, you had better proceed. You haven't got much time. As to the responsibility, I am not concerned in that at this time."

He met me in Dilley the next morning, and we went into conference and discussed the matter at considerable length. During the discussion he expatiated very learnedly upon the ancient dignity of the Attorney General's Department, and the necessity and importance of subordinates following the advice of that Department, and that I should have done so. To which I answered: "If I had done so, where would I be now?" I had in mind events and other suits and results. Then he branched out on a criticism of the Supreme Court's decision in the case where they had ruled against his contention.

Finally he asked me if I was going to withdraw those lands, and I told him I was not; that the Attorney General's opinion only went to one point, and that was that the power to place lands on the market implied the power to withdraw them, which was puerile; as much as to say that the Governor has power to sign a bill, and that implies a power to revoke; or to grant a pardon, and that implies the power to revoke it, or a patent, and that implies the power to revoke it.

The Governor further told me that if I didn't withdraw all those lands from the market he would have me investigated by the Legislature and withdraw from me all official co-operation. I said to him that he was privileged to withdraw his official co-operation, and that an investigation by the Legislature held no terrors for me; that I had done nothing wrong, and that I was willing for the most powerful legislative microscope to be turned upon every act I had ever done in an official capacity. And I said: "But, please, sir, about what will you have me investigated?" And he said about the Fred Turner and Jack Scowden matter, and maybe others.

In his message to the Legislature, he followed that up by asking this body to look into the Fred Turner and the Jack Scowden matter; and I never could get the investigating committee to go into it.

Q. In other words, the investigating committee laid off of this subject?

A. I tried to get them to let me

bring my records before the committee, and they declined to do it.

Q. Now about this matter about these checks and records put in the record over there in your office, have you at any time in this proceeding endeavored to do away with any check or any record whatsoever in your office?

A. Positively none whatever, but I have laid before the former committee everything that they ever called for that we could possibly find. I have had nothing to reserve or secrete from them or this House.

Q. Now then is that all that you wanted to say about the final happenings at Dilley?

A. Yes, sir.

Q. Now following that, on the first day of January, you were served with a writ of injunction, weren't you?

A. Yes, sir.

Q. Out of the district court of Travis county, which in terms restrained you from opening any bids on January 2 and from going ahead with that sale, isn't that true?

A. Yes, sir.

Q. That was issued out of the district court of Travis county?

A. And without notice to me.

Q. Now at the time that was issued you were in the city, weren't you?

A. I was in the Land Office, yes, sir.

Q. You were not accorded any hearing at that time; that was an ex parte decree or order?

A. Let me state here that I was in the Land Office until about 11 o'clock. I was absent about thirty minutes. The district judge to whom that was presented told me subsequently that he phoned to the office and asked if I was there, and no answer came.

Mr. Allen: We object. When I start to object, kindly show me the courtesy to wait a moment until the Chair rules.

Mr. Price: That is immaterial.

Q. At any rate, Mr. Robison, you obeyed that injunction, did you, notwithstanding that?

A. Yes, I understood the injunction and I obeyed it.

Q. When January 2 came you didn't open these bids for January 2?

A. I opened three containers which had the sections of the land marked on them, and they were not specified, as I understood the injunction in that writ of prohibition.

Q. That doesn't enter into the matter, I believe, Mr. Robison. There is no contest over that. Now, Mr. Robison, subsequent to that time Mr. E. F. Smith was retained by you to help you in that litigation, was he not?

A. No, sir; he volunteered, and I accepted his services.

Q. Any way, he became your attorney in that matter?

A. Yes, sir.

Q. And he had represented you many times before and conferred with you when he was Assistant Attorney General, hadn't he?

A. Yes, sir, that is correct.

Q. Mr. E. F. Smith, the attorney that was representing you there and is representing you here, was an Assistant Attorney General under General Cureton, and also first assistant under W. A. Keeling, wasn't he?

A. I don't know his official relations in that department, except I know he had charge of land matters under one of the administrations, probably that of Judge Cureton.

Q. Now subsequently this injunction proceeding was tried on its merits, was it not?

A. Yes, sir.

Q. And Gibson and Johnson and others, Campbell and Brown, of Fort Worth, intervened in that suit?

A. Yes, sir.

Q. And to go over the matter hurriedly, Judge J. D. Moore heard that case?

A. Yes, sir.

Q. And dissolved the injunction which restrained you from making sales of the lands on January 2?

A. Yes, sir.

Q. Now, subsequent to that time were the bids opened of January 2?

A. Yes, sir; by agreement of counsel and the court and so on.

Q. Have you in your pocket now the amounts of money that you had paid there on these bids?

A. Yes, sir.

Q. I wish you would get it out. Just read it. That is a compilation made by you and the chief clerk from bids submitted?

A. Yes, sir.

Mr. Freeman: Are you offering that list in evidence?

Mr. Price: Yes, in evidence.

A. (Continuing.) There were eighty-four tracts which I didn't attempt to withdraw from the market. The highest bidders on those eighty-four tracts offered a bonus of $1,134,267.20.

Q. Mr. Robison, that is the bonus over and above the contract to pay the State one-eighth of the oil and also the rentals?

A. No, not the rentals. This probably includes the total amount, too, which includes the ten cents an acre.

Q. But that does not include the twenty-five and fifty cents?

A. It does not.

Q. It includes rental for the first year, but that is over and above the second, third, fourth and fifth year rentals, and over and above the royalty that would go to the University of one-eighth of the oil produced?

A. Yes, sir. Those bids could have been accepted and that amount of money would be in the treasury to the credit of the University to be invested in bonds.

Q. That would be true, whether there was any oil discovered on these tracts or not, wouldn't it?

A. Yes, sir.

Q. And there never has, up to this time, been any oil discovered on those tracts, isn't that true?

A. Yes, sir; as far as I know.

Q. Go on down to the next eighty-four tracts.

A. Then, in response to the Attorney General's opinion—I will have to make a statement here that the membership can understand what I mean by withdrawn lands. After the opinion of the Attorney General was received there was found to be eighty-five tracts for which there had been no specific request, and the Supreme Court has not passed on the question as to whether or not it was mandatory for me to sell those lands, and therefore in deference to the Attorney General's opinion I attempted to withdraw those eighty-five tracts. Those eighty-five tracts had been advertised to go on the market the second of January. For them the highest bidder offered $2,412,142.26.

Mr. Price: Mr. Speaker, will you get us a little bit better order?

The Speaker: Ladies and gentlemen, the committee will please be in order. I have been observing for some time that the noise gets a little louder and a little louder. Those who don't care to listen to the proceedings, please don't make noise and disturb the others. Several are trying their best to hear the testimony and you certainly owe them the courtesy not to disturb them and prevent their hearing.

Q. Mr. Robison, take those two groups together, eighty-four and eighty-five, that makes 169 tracts which had been advertised for January 2, on which you received bonus bids of a total of how many dollars?

A. $3,546,409.46.

Q. That in addition to the royalty of one-eighth and the rental for the second, third, fourth and fifth years?

A. Yes, sir.

Q. As I understand that, under the law, that sum of money, if the sales had been consummated, would now be in the permanent University fund, whether there is any oil on that land or not?

A. That is true.

Q. And if oil had at any time been discovered, or if it is discovered, in addition to that three million and something dollars, the University would get delivered to it one-eighth of the oil produced, or the equivalent thereof in cash, at the prevailing market prices of crude oil, is that right?

A. Yes, sir. The total amount of money in form of checks and cash received in the Land Office on bids of the 169 tracts amounted to $5,101,868.12.

Q. Now I will ask you, Mr. Robison, about what per cent of the fractional part of the entire University lands would this 169 sections be? It has been stated that they were going to prevent a dumping of all of them on the market. I want to know what fractional part, estimated, would 169 sections be to the entire University lands?

A. There are approximately three thousand tracts of University land, sections of University land.

Q. Three thousand tracts, so that would be 169/3000?

A. Yes, sir.

Q. Or making it 170, it would be 17/300, in round figures, of the land; isn't that true?

A. Yes, sir.

Q. Reducing that further, and using the figure 15 instead of 17, that would make something like 1/20, or in the neighborhood of 1/18 or 1/20 of this land that the University would have got that money for; isn't that true?

A. Yes, sir.

Q. Now, Mr. Robison, upon this hearing, after Judge Moore had handed down his decision, who was it that appealed from this decision dissolving this injunction that prevented the sale of those leases?

A. The Attorney General, on behalf of the State.

Q. If I understand you, the bringing of that suit by the Attorney General, through Mr. Trueheart, has been the means of preventing these sums of money from going into the University fund, is that correct? You were ready to make the sale of those?

A. Had the suit not been filed and

no legislation enacted, those bids would have been accepted, and the $3,546,409.46 would have been going into the treasury.

Q. You mean by that, had no retroactive legislation been enacted seeking to strike down those sales on that date? The Legislature could have repealed the law, but those other bids it would not have affected?

A. Yes; on reflection, the Legislature had no bearing on this. It was the suit.

Q. Did you yourself fight or make any protest against the repeal by the Legislature of that act?

A. On the contrary, under the conditions that existed, I encouraged its repeal when approached by members of the Legislature on the subject.

Q. No blocks were thrown in the way of it, so far as you were concerned?

A. None whatever.

Q. But did you understand, or did you know that I, for one, protested the retroactive features of that bill as applied to those things already done in the past, and that was all?

A. I also drew the attention of the Senate land committee to the same feature.

Q. But you yourself personally didn't object to that, you raised no objection even about that feature, but you let the Legislature do what it wanted to do, without any advice from you; isn't that true?

A. Except to the extent that I drew the attention of the land committee in the Senate to the fact that that might injure the validity of the law.

Q. That it might invalidate the law?

A. Yes, sir. And after that they put in a saving clause that if one section should be held invalid it should not affect the remainder.

Q. Now the law that was passed after the repeal of the leasing act of 1925, the law that was passed in lieu thereof, places the sale of these lands with the Board of Regents, with your advice and consent, isn't that it?

A. I wouldn't put it exactly that way, but it creates a board to be composed of two Regents named by the Board of Regents and the Land Commissioner jointly. That law has some kinks in it that ought to be straightened out at this session.

Mr. Allen: We object to that.

Mr. Price: All right.

Q. Now, Mr. Robison, in your construction of this one cent per acre fund that is connected with the reappraisal act, I will ask you whether you as Commissioner construed that fund to be a private fund or public fund?

Mr. Allen: We object. He has been over it and the witness has answered time and again that he construed it as being a private fund.

Mr. Price: I don't think he brought it out, not strongly.

Mr. Allen: Withdraw the objection to that particular question, and if you go further I will renew it.

Q. Now, Mr. Robison, how did you construe that fund, as being State money or public fund, or private fund?

A. Until the work had been completed it was a fund belonging to the land owners, to be expended by me for the expense of reappraising the land. When the work had been completed what remained was a private fund belonging to those land owners who paid it to the Land Office, and should be returned to them under the terms of the statute.

Q. That is to say, that one cent an acre, as you construed it, should first stand for the expenses of reappraisement, and then the balance, if any, should go back to the land owners of West Texas who had contributed it in the first place?

A. Go back to the land owners, whether they were in East Texas or West Texas.

Q. Yes, a few of them were scattered over the State?

A. Arkansas, Louisiana, New Mexico, Iowa and everywhere else.

Q. Several of those owners were outside of the State, were they?

A. They were.

Q. Mr. Robison, we can't go into all of these checks that have been introduced. To do so and take them seriatim would take the rest of the summer; or to go into all these little gifts that some of the land owners forwarded back to you would consume unreasonable and unnecessary time.

Mr. Allen: We object to the argument at this time, if the court please.

Mr. Price: It is a proper statement.

Judge Sinks: It is just a predicate, if I understand.

Mr. Price: Judge Sinks, some of the members are getting tired, and my idea was to try to comply with the wishes of the members.

Q. Now, Mr. Robison, I want to ask you this question: You have been in the Land Office for something like a quarter of a century, haven't you?

A. More than a third of a century.

Q. More than a third of a century?

A. Yes, sir.

Q. I want to ask you, Mr. Robison, whether at any time, up to this hour, 11 o'clock on this date, has any gift that has been given to you affected any of your official decisions,—that is to say, if you have granted any favors to any person whatsoever on account of any gifts made to you by any person whatsoever?

A. I have not. But I have declined when I questioned the source.

Q. How is that?

A. I have not received any gift that influenced my action in anything, but I have declined all offers when I felt a question of a motive of the source.

Q. I see. If you thought the gift came really out of the heart of a man, without any strings to it to influence your official action, you would take it?

A. Yes, sir, I have taken it.

Q. But if you felt that there was a motive behind it to influence you, you wouldn't take it?

A. That is true.

Q. I ask you, Mr. Robison—you have been before the public eye here in Texas for over thirty years—I will ask you if it has not been rather customary for public officials, from the Governor on down, to accept little gifts from friends—

Judge Freeman: We object to that, if Your Honor please, as a transaction between other and different parties, to which he was not a party and could not be influenced, therefore it is irrelevant and immaterial.

Senator Price: Some of the members there say they want to know that, Your Honor, and we submit that it is admissible as going to the criminal intent. The fact that here in this State—we do know that is true, that simply since this State began, that some of the greatest statesmen and the greatest Governors we have had in this State have taken gifts from their friends, and no question was raised about it, that that has been rather customary; and, certainly, this being a criminal proceeding, we ought to be heard to testify that that has been rather customary—not for all of them, we don't say that, but some of them—without going into any particulars as to what gifts, and without trying to charge any of the officers with any crime, but just merely as predicating a customary thing; and going to the intent as to whether there is any criminal culpability, any moral turpitude involved in Mr. Robison's taking these little gifts.

Mr. Allen: Now, Judge Sinks, they stated a few days ago, when Judge Hunt was on the witness stand, they sought to do identically the same thing. We made the objection then, it was talked and discussed at that time, and you very properly sustained our objection then, as I believe you will now.

Senator Price: It wasn't the defendant.

Mr. Allen: No, it wasn't the defendant, but the testimony would be no more relevant coming from him than it would coming from any other source. And why? It doesn't make any difference what any other public officer of this State, or any other State, may have done at any time, it would throw no light on these transactions. This man ought to be tried by what he did, by the circumstances surrounding him, by the matters as they appeared reasonable to him at the time, and his conduct ought not to be judged or tested by the conduct of any other man. Why, if my friend, Senator Price, steals a horse, there would be no justification on earth for my stealing one—and though it be an exaggerated illustration, I am showing you that the conduct of one man cannot shed any light on the conduct of another, but in every instance the man's conduct must stand absolutely on the merits, in the light of the facts and circumstances surrounding him; and there is no rule of evidence under the sun that would justify the submission of this testimony, and we submit it is an illegal method of getting before the House committee here things that are not admissible under any rule of evidence and things that can shed no light on the transaction.

Judge Sinks: I sustain the objection. I don't think it is relevant.

Senator Price: We except. (Laughter). Judge, will you give us a bill of exceptions?

Mr. Hines of Cass: Mr. Chairman, the members of the Legislature are not satisfied with the ruling on that, and I make a motion that we may appeal from the ruling of the Court to this House. We want to know.

The Speaker: Is the motion seconded?

Senator Price: I don't believe the members understand the question, Mr. Speaker.

Mr. Purl: What was the ruling of the Judge?

The Speaker: I will ask Judge Sinks to state the ruling, please.

A Member: Ask the question, and then you rule.

The Speaker: All right. If I go wrong on this, counsel will please cor-

rect me. Senator Price, of counsel for Mr. Robison, asked a question as to whether there had been precedents or had been done in the past that public officials had been recipients of gifts from their friends. Counsel for the House of Representatives objected. The objection was sustained. Is that correct?

Senator Price:. Yes, sir.

The Speaker: The gentleman from Cass now appeals from the ruling of Judge Sinks in sustaining the objection. Is the appeal seconded?

A Member: "Ayes" and "Noes."

The Speaker: Wait a minute. Is the appeal seconded?

(In response to the inquiry of the Speaker, hands were raised.)

The Speaker: The appeal is seconded.

Mr. Purl: Point of order, Mr. Speaker.

The Speaker: What is the point of order?

Mr. Purl: Ought not that to be in writing?

The Speaker: Not unless the procedure we adopted—for the Journal possibly it would be preferable. Will you put that in writing, Mr. Hines, please?

Mr. Hines: Do you want that motion written out?

The Speaker: Yes, you just write it out.

Mr. Moses: Mr. Speaker.

The Speaker: Mr. Moses.

Mr. Moses: Now, Mr. Chairman, ladies and gentlemen of the House: The respondent in this case is on trial in a criminal proceeding, and you cannot escape from it to save your life; the decisions are numerous that impeachment trials are criminal trials.

A Member: Mr. Speaker, point of order.

The Speaker: Point of order?

The Member: Is the appeal from the decision of the Chair subject to argument?

The Speaker: Yes, sir.

Mr. Moses: I will not delay you but a little while.

Mr. Forbes of Parker: Subject to argument by counsel instead of the House.

The Speaker: Yes, sir, by either one,—that is, when you get to the last analysis, it may be argued by counsel or by members of the House, we have no rules to prevent it—the procedure we adopted did not. It stated the appeal need only be seconded by fifteen members, I believe that is correct.

Mr. Hines: Mr. Speaker, point of information?

The Speaker: State your inquiry.

Mr. Hines: Didn't the Speaker rule from the chair after the adjournment of this committee that the Rules of the House should govern this committee?

The Speaker: Yes, sir, but it was stated in so far as the rules of procedure govern.

Mr. Hines: I am not objecting to this, I just want to keep the record straight, that is all.

The Speaker: You remember, we adopted the procedure of the House. That happens to be in conflict with the House procedure on the question of appeal.

Mr. Hines: That is all right.

Mr. Moses: Now, it is not our purpose to cast any reflections upon any public officer. I was a public officer for nineteen consecutive years. I expect during the time I was district attorney I received a half dozen hats and probably four or five suits of clothes from friends of mine who imagined they liked the manner in which I conducted some criminal trials while I was district attorney. We have no desire to cast even the finger of suspicion at anybody. Counsel on the other side of the table say this is a heinous crime. Now, you are the jurors to pass on it. I don't think it is. You may not agree with our contention, you may not agree with the contention of counsel. But it is notoriously true that not only in Texas, but in other States of the Union, gifts have been made through all the ages, and no complaints were made about it and the finger of suspicion was not pointed at those distinguished gentlemen who received them. The Chief Justice of the Supreme Court of the United States is now receiving $10,000.00 a year as a gratuity—William Howard Taft—and a more distinguished and a more upright citizen, and a more patriotic President, in my opinion, never lived.

Mr. Petsch: Mr. Chairman, point of inquiry.

The Speaker: State your point of inquiry.

Mr. Petsch: We understand that Judge Moses is making an argument on the legality of the decision of Judge Sinks. Is that right?

The Speaker: Yes, sir.

Mr. Petsch: Now, then, I just want to ask whether or not a recitation of the various gifts which have been received by various public officers throughout the

United States would be germane to the argument on the decision expressed by Judge Sinks, as to the law?

The Speaker: Let's see—what was your request?

Mr. Petsch: I am just inquiring whether that line of argument would have any character of bearing upon the question of law involved in the appeal from Judge Sinks' decision or ruling?

The Speaker: Well, Mr. Petsch, that is, of course, for the House to answer. The appeal was duly seconded, according to the procedure adopted by the House and by the Committee of the Whole House, and it will be left to them, as soon as counsel appeal; the only question in the Chair's mind is how far this argument in respect to the appeal shall be allowed to go.

Mr. Moses: I would have been through if Mr. Petsch had not interrupted me. If the House doesn't want to hear me, I will not burden the House. I don't want to annoy my good friend, Albert Petsch, with anything I might say—and he is my friend, and was one of my constituents. Now, you are the jurors to determine whether or not the ruling of Judge Sinks shall be upheld. Now, I am not going to take up any more of your time, but will be content to rest with what I have already said. And vote as your conscience dictates.

Mr. Allen: Mr. Speaker.

The Speaker: Mr. Allen.

Mr. Allen: Mr. Chairman, and gentlemen of the committee: In order that you may know what you are passing on, I want to state that counsel for the respondent has asked this witness to state whether or not he has known in the past of gifts and gratuities being received by other officers of this State and of this Nation. To that interrogatory I objected, and Judge Sinks, and after hearing the matter, very promptly—and I will show and contend, very promptly—sustained my objection to the question. In the first place, there is not a lawyer in this body who knows the A B C's of law, who does not know and who won't agree with me, that there is absolutely no precedent under the sun to sustain the contention made by counsel for respondent in asking and contending for the right to ask this question. Of course, there are members of this committee who are not, probably, conversant with the law, but I am sure they are intelligent, and any candid, frank, honest attorney among them will advise them that my statement regarding that matter is unquestionably and is absolutely correct.

Mr. Hines: Mr. Chairman, I withdraw that appeal. Let it go.

The Speaker: The appeal is withdrawn. You won't have the privilege of speaking, Mr. Allen.

Mr. Allen: All right. I am glad of it, I am very glad of it.

The Speaker: All right. Let us proceed.

Q. Now, Mr. Robison, I believe I asked you about all of these gifts, and I believe you answered that at no time had any gifts influenced any of your official actions or decisions. Now, with reference to the refund checks—I understand you to say that there are about three mills of each one cent of that fund left; and that you sent that back to the several contributors of that fund, and that they have sent back to you—a number of them have sent back these checks. Now, were these checks sent back after you had made the reappraisement and exercised your judgment, or before?

A. I commenced the reappraisement the first of August, 1925; I began to return the three mills per acre the first of September, 1928, more than three years thereafter; and after the checks were returned, they began to be sent back to me; in other words, all of the reappraisement had been completed very near to three years—that is, from six months to three years before the checks began to come back to me.

Q. That is, none of these gifts came into your hands until from three years to six months after you had exercised your discretion and decision as a public officer in reappraising these lands?

A. That is true.

Q. Now, then, I will ask you another general question about these checks—those in the bill of particulars which gave us notice of the parties to whom they were given we have gone into. Now, there are other checks that have been introduced payable to "cash," the name of the party directly receiving the check not being given. Now, I am going to ask you in a general way, have you as Land Commissioner ever appropriated to your own private use any of these funds of this one cent per acre fund?

A. Not a cent in excess of the amount that I have placed in that fund out of my own private account.

Q. I believe in the testimony offered by Mr. Allen—that is, your testimony before the investigating committee—you testified that you paid thirty-two hun-

dred and something odd dollars into that fund, which money you received from the sale of sheep, I believe, or goats, up North?

A. In the fall of 1927, I bought some lambs, fed them out, sold them on the Fort Worth market, received a check for $3218.86, brought it to Austin, deposited it in the J. T. Robison, Special, account in the Texas Bank & Trust Company.

Q. Have you that check which evidences that money?

A. I received it this week from Evans, Snyder, Buell Company—Commission Company in Fort Worth.

Q. Let me have it, please. This appears to be a check for $3218.86, payable to the order of J. T. Robison, signed by Evans-Snider-Buell Company of Texas, per J. T. Hansman, drawn on the First National Bank of Fort Worth. There appears to be attached to this check a statement. What do you call this—account sale?

A. Account sale.

Q. Account sale, which totals up $3218.86. Now, that represents the sale of those lambs, does it—the proceeds?

A. Yes, sir.

Senator Price: We will offer that in evidence,

Mr. Allen: No objection to it.

Senator Price: That is all in the investigation testimony. We offer both the check and the account sales.

Mr. Allen: No objection to either.

(The account sales offered in evidence by counsel for respondent was marked for identification, by the Reporter, "Exhibit 76," and is as follows):

EVANS-SNIDER-BUEL CO. OF TEXAS.

Live Stock Commission Agent.

(In the left upper corner list of directors and emblem.)

(In the upper right-hand corner list of places where company is represented, also list of cattle salesmen.)

Fort Worth Stock Yards, Mar. 5th, 1928.

No. ——— Account Sales of —— Cattle, —— Calves, —— Hogs, 299 Sheep.
Sold for account of J. T. Robison.

P. O. Address—Same.

Shipped from Austin, Texas.

Purchaser	Cattle	Hogs	Sheep	Weight	Price	Amount	Total
Clay			149	11490	14.65	1683.28	
			150	11355	14.65	1663.50	
			299	22845			3346.78

No.	Cars	Weights	Rate	Amount
1		24500	23	63.79

Freight and back charges	63.70		
Yardage	23.92		
Hay 12 bales	12.00		
Corn 6 bushels alfalfa hay	7.50		
Inspection	.50		
	.30	107.92	
Commission (Copy).		20.00	127.92
Net proceeds			$3,218.86

Ch J. T. Robison.

FORT WORTH STOCK YARDS CO.

Shipping Ticket.

MK&T R. R. Date Mar 5th 1929 Time Chute

From J. T. Robison,
Austin, Texas.

To J. T. Robison,
c/o Jno. Clay & Company,
Stockyards, St. Joseph, Mo.

This space for stockyards Co. only

Bedding — Car Length
Feed — Bedding
Loading — Kind
Dipping — O.K'd by
Tying bulls — Federal Inspector
Partitions — Loaded by

Block	Pen	Stock	Head	Received in Car No.	Initial	R. R. Bedding	Shipped in Car. No.	Initial
1	728	sheep	149	46389 K				
2	730	sheep	150	46833 K				
6	On thru billing							
	40 ft Cars Double Deck							
	Keep the decks separate							

Evans-Snider-Buel Com. Co.

Railroad Agent only

———— Foot Cars Ordered

(Stamp of MKT of Tex. (Mar. 5 1928

Yes — Released to 36 hours.
Ordinary Live Stock
No. — Health paper attached

We certify that these are the same ———— that arrived on above billing.

(The check identified by the witness attached to the foregoing account sales was marked for identification by the reporter "Exhibit 77," and is as follows):

(Emblem) EVANS-SNIDER-BUEL CO. of Texas. Live Stock Commission Agent. General Office Stock Yards, Fort Worth, Texas.

Fort Worth, Texas, Mar. 5, 1928. No. 42528

Pay to the order of J. T. Robison.....$3218.86
Exactly
—Thirty-Two Hundred Eighteen Dollars Eighty Six Cents Dollars

EVANS-SNIDER-BUEL CO. OF TEXAS.
Per J. T. Hansman.

37-1
To First National Bank,
Fort Worth, Texas
(Stamped on Face): "N. P. 32-62."
(Endorsed on back, in pencil): J. T. Robison.
(Stamps of two banks on back, and check perforated.)

Senator Price: We desire at this time to offer in evidence sheet No. 5, it being a photostatic copy of sheet No. 5 of bank statement prepared by Texas Bank & Trust Company. We want particularly that line down in the corner of the sheet, which shows under the heading "Deposits," that on March 6th, 1928, there was deposited the sum of $3218.86 in said account.

Mr. Allen: That is already in evidence, we read it last week, and it has been printed in the Journal.

Senator Price: Very well.

Judge Freeman: Read that, Senator, the date of the item.

Senator Price: March 6, 1928.

Q. Now, Mr. Robison, with reference to these gifts, who inaugurated or who commenced the agitation or the plan of returning these checks to you, these little refund checks?

A. From testimony given by Judge J. C. Hunter, of Abilene, formerly of Van Horn, I understood it was he.

Mr. Allen: Well, we object to that. Judge Hunter's testimony speaks for itself, without the repetition of the witness.

Senator Price: Yes, I think so—I think so.

Q. What I wanted to know, Mr. Robison, did any one of these people, any of these land owners that you know about personally, ever suggest that and bring it up themselves, within your knowledge?

A. In this way: When they ascertained, learned, there would probably be some of that fund coming back to them, as I would meet them or they had occasion, they would state to me that they didn't want it back, wanted me to keep it, and in every instance I told them no, it would be their money and I would return it to them. Later on, I began to receive petitions, among other things, telling me to keep it; if I sent it back to them they wouldn't have it. But when the work had been completed and I had ascertained the amount to be returned, as soon as I could I began to write checks, and did write checks, and sent them back to every one of them. Some of those checks were endorsed and returned to me—

Q. Now, to take up—

A. —the checks amounted to from sixty cents up to a few substantial sums.

Q. Now, to take up specifically those that have been emphasized here, I notice that there is one charge with reference to a gift from Mr. West. Do you know Mr. West?

A. Yes, sir.

Q. Where did he live?

A. Houston.

Q. As I understand it, he gave you a tract of land—

A. Wait. If the man you inquire about—I meant to say Mr. West lived in San Antonio instead of Houston.

Q. The West that I am talking about is the man who gave you a little tract of land down there in—what county was it?

A. Live Oak county.

Q. In Live Oak county. Now, I will get you to explain to this House how that came about—how long had you had dealings with Mr. West, what led up to it, etc.?

A. Mr. West, according to general information coming to me, had a ranch of some sixty-five or seventy-five thousand acres in Live Oak county, and concluded to cut it up into farms and sell it, rather than to continue to run live stock on it. Mr. West's necessities were such that when he began to do that he had to get field notes from the Land Office, working sketches there, surveyors, etc.

Q. When was that that he—

A. I don't know.

Q. Well, wait just a minute. Was that work that he had, or that information that he had to get in the Land Office, after this gift of eighty acres or before it?

A. The time he began to cut up these lands and make these demands on the Land Office, according to my best recollection, was some ten or twelve years ago.

Q. Well, what was the date of the gift?

A. The deed was dated December 24, 1925.

Q. Well, if that is true, the connections with your office—that is, when he had dealings in your office, that was several years prior to the time of this gift in 1925?

A. It was.

Q. Well, as to the last, regardless of exact time, I understand you to say that you know that it was before and not after?

A. Several years before.

Q. Now, Mr. Robison, what kind of matters were those matters that Mr. West had in the Land Office—were they important and involved important decisions or interest, or were they merely clerical—or original work?

A. It consisted largely of asking, re-

questing, information in the form of field notes, copies of field notes, working sketches compiled by the draftsman from the data in the Land Office, to the end that he might have the land surveyed.

Q. Well, could anybody on earth get that sort of information if they applied for it in the regular course of business?

A. Anyone could.

Q. I will ask you if there was any special favor or personal favor to West in your Department doing what it did?

A. None whatever. He could compel me to give the service.

Q. By mandamus?

A. Yes, sir.

Q. Now, did you attend that routine work personally, or was it done by subordinate clerks?

A. Mr. West would call me over the phone. I would take the orders and turn them over to the proper department in the office for attention. It would be filled and go out without any further knowledge on my part.

Q. All that you would do would be to bring the matter to the attention of your subordinates, and they attended to it without any further decision on your part?

A. That is true.

Q. Did any of that work require you to exercise—did any of that work command or demand any decisions involving discretion on your part?

Mr. Allen: We object. He has been over that; he said it didn't—it was purely clerical matters, he said.

Mr. Smith: Well, we would like to have an answer.

Senator Price: I want to make full. He has answered it briefly.

Q. Did that work, anything that you did there, your Department, call for any decision on your part in regard to those things?

A. No, sir.

Q. Or was it ministerial?

A. Purely ministerial, clerical work.

Q. Now, then, after you received that gift, did Mr. West at any time thereafter call on you for any favors of any kind?

A. He never did. He died in March—in February, after he executed the deed, on the 24th of December.

Q. I see. Now, just in a brief way, Mr. Robison, give the history of that gift, how it occurred, and your going to San Antonio, etc.

A. Well, Mr. West would call me over the phone, he would practically every time insist that I come to see him; when he was ordering the surveys from the Department I had never seen him. Passing down the street on one occasion in San Antonio I inquired whose nice stone residence that was down in the heart of the city. They said George West's. Then I stepped in Mr. West's home and talked to him about twenty or thirty minutes. That was the only time I ever saw him until when I was in the hospital in San Antonio, his wife came one day with a barrel of flowers, he came the next day and spent an hour with me, and on that occasion talked about matters in general, the great service I had rendered the people of Texas. On October 19, 1925, Mr. West wrote me this letter (passing letter to counsel).

Q. That is where he offered, in substance—

Judge Freeman: Wait a minute. We object.

Mr. Allen: Are you offering the letter?

Senator Price: No, sir, not necessarily.

Mr. Allen: Would you object to my seeing it?

Senator Price: Well, I will see if it is admissible.

Mr. Allen: We may want to offer it.

Senator Price: I haven't read the letter.

Mr. Allen: I haven't, either.

Senator Price: Well, I will read it and see if we want to offer it in evidence.

Mr. Allen: All right.

Senator Price: Sure, we will be glad to show it to you.

Mr. Smith: Let me read it (taking letter).

Q. At any rate, he offered to give you this tract of eighty acres?

A. Yes, sir.

Q. And you told him that you would accept it, did you not?

A. Yes, sir.

Q. All right. Then what occurred?

A. The 24th of December he sent me the deed.

Q. Now, as I recall it, Mr. Robison, in selling that land, when he got through with the sale of it he had a friend by the name of Judge Proctor down there, didn't he?

A. Yes, sir.

Q. He gave him some land, too, didn't he?

A. Yes, sir.

Q. And he also had a lawyer friend by the name of Denman he gave a tract, didn't he?

A. Yes, sir.

Q. And he had advertised the land for sale through Governor Ferguson's

newspaper, and gave—didn't give him, but deeded him, a couple of these tracts for the advertisement?

A. Yes, sir.

Q. Isn't that true?

A. Yes, sir.

Q. And probably one other. You were not the only person, I mean to say, who got a tract of land from Mr. West?

A. I wasn't the only one.

Q. Now, then, Mr. Robison, you took the proceeds from that land, which amounted to $2250.00, did you not, to pay off your indebtedness—I believe that is what you testified in this investigation before the Investigating Committee?

A. My statement was that I tried to turn it in on my debts at $30.00 an acre, couldn't do it, and sold it for $25.00 an acre, and applied that on my debts, and that kept me out of bankruptcy.

Q. At that time you were insolvent, were you not?

A. Yes, sir.

Q. And the banks were pressing you for payment?

A. They were.

Q. And you went to a bank down here—what bank was that?

A. The American National Bank.

Q. Went to Mr. Wroe—H. A. Wroe, didn't you?

A. Or Mr. Roberdeau, I don't remember which.

Q. And you tried to turn over this land to them as part payment on your indebtedness?

A. Yes, sir.

Q. And you wanted how much an acre?

A. $30.00 an acre.

Q. They declined to accept it at that figure?

A. Yes, sir.

Q. Then, subsequently, why, you sold it to ex-Governor Ferguson for $25.00 per acre?

A. Yes, sir.

Q. He had already two tracts that he had received from Mr. West for advertisements, going out to the farmers of the State concerning this land, which were printed in ex-Governor Ferguson's newspaper?

A. Yes, sir, and according to my recollection he had 240 acres adjoining this.

Q. And Judge David Proctor, I believe, a life-long friend of Mr. West, also got one of the tracts as a gift?

A. I think it was Frederick Proctor.

Q. Frederick Proctor? Where did he live?

A. My recollection is he lived, or did live, in Houston.

Q. Now, there is another matter that was charged here as a gift from Mr. Ira G. Yates. Ira G. Yates is a ranchman, isn't he?

A. Yes, sir.

Q. And they discovered the Yates pool on his ranch?

A. Yes, sir.

Q. That is in what county, Mr. Robison?

A. Pecos.

Q. Pecos county? Now, you had known Ira G. Yates a good many years, hadn't you?

A. Probably twenty-five years.

Q. You were good personal friends?

A. Not intimate friends, but had known each other twenty-five years, just as he would have business through the Land Office, would meet him occasionally.

Q. Now, I will ask you, Mr. Robison, whether this gift of $500.00 from Mr. Yates in anywise influenced you or had any bearing on any decision or official act of yours, where or in which Mr. Yates was concerned or had an interest?

A. I have never had occasion—

Q. Well, just answer that question, and then go on.

A. It did not.

Q. All right. Then you started to say that you had not had occasion—go ahead.

A. I have not had occasion to dispose of certain matters, certain questions that are now pending, involving some of Mr. Yates' land, but it is now pending between the Land Office and the Attorney General's Department as to what course to pursue, and we are waiting for the Supreme Court to pass on certain cases.

Q. In other words, you will be guided by the action of the Supreme Court?

A. Yes, sir.

Q. In any matter pertaining to Ira G. Yates' interests?

A. Yes, sir.

Q. As you have heretofore?

A. Yes, sir.

Q. Now, then, do you recall when you got that money?

A. October, 1928.

Q. Where did you get it?

A. I got it at the Angelus Hotel, San Angelo.

Mr. Allen: Is that the $500.00? October 20th, what year?

A. I got his check from him for $609.00.

Mr. Allen: What year?
A. October, 1928.
Mr. Allen: That was over $500.00?
A. Yes, sir.

Senator Price: Mr. Speaker, it has come to my attention that probably some of the members would like to have a little time before 12 to get up some of their local bills or other bills, and that meets with our approval; we are glad to be of any assistance.

The Speaker: I suggest, Senator Price, there are several original demands on questions of privileged matters, emergency bills, and I wondered if they were going to get through with the witness, Mr. Robison. They said they couldn't get through this morning, and I think, if the Committee of the Whole would go back into the House for fifteen or twenty minutes, that might satisfy some of the members with those emergency matters. If the House does not concur in that, it is perfectly satisfactory to the Chair.

Mr. Purl, of Dallas: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Purl: I move, Mr. Chairman, that the Committee rise, report progress and ask permission of the House to sit again at 2 o'clock.

The Speaker: The gentleman from Dallas moves that the Committee rise, report progress and ask permission of the House to sit again at 2 o'clock. I would like to say to the gentlemen of the Committee, you see how we are handicapped now with reference to considering and disposing of legislation, and if you will remain at your seats and not get up and leave, thereby breaking the quorum, possibly we may get some of these pressing matters behind. All in favor of the motion say "aye," opposed "no"; the "ayes" have it.

(The motion that the Committee recess until 2 o'clock prevailed, and the Committee thereupon recessed at 11:43 a. m.)

WEDNESDAY, JUNE 26, 1929.

AFTERNOON SESSION.

The Committee of the Whole met, pursuant to adjournment, at 2 o'clock p. m., Wednesday, June 26, 1929, whereupon the following proceedings were had:

The Speaker: The Committee will be in order, please, to continue the investigation. Let's try to observe order this afternoon.

J. T. Robison, the respondent, being on the stand as a witness in his own behalf, testified as follows:

(By Mr. Price):

Q. Now, Mr. Robison, with reference to this gift of this land from Mr. West, you received a letter from him, did you not?

A. Yes, sir.

Mr. Price: I would like to have that letter introduced in evidence. At this time we wish to offer in evidence a letter dated October 19, 1925, addressed to Mr. J. T. Robison, George West, Texas, with the exception of the second paragraph, which is extraneous matter and has nothing to do with any transaction Mr. Robison and Mr. West had between them. We don't object to having it in the record, but it is wholly immaterial, and it will cost extra money to print it.

Mr. Allen: We have no objection to eliminating that.

Mr. Price: All right.

Mr. Smith: Let the Reading Clerk read it.

(The letter was thereupon received in evidence, marked Exhibit No. .... for identification, and was read by the Reading Clerk, and is as follows):

GEO. W. WEST,
Stockman.
603 Navarro Street,
San Antonio, Texas.

San Antonio, Texas, October 19, 1925.

Mr. J. T. Robison, George West, Texas.

Dear Mr. Robison: I hope you have recovered from the terrible spell of sickness entirely. I am writing you pertaining to an eighty-acre tract of farm land that I have set apart for you which is one mile from the town of George West. I will give you the names of the different parties that I have donated one eighty-acre farm to. I have arranged with Governor Ferguson to advertise my land in Live Oak county in the Ferguson Forum of Temple, Texas. This paper is a very popular newspaper among the farmers of Texas, and they are the class of people that I am anxious to tell about my farm land and all conditions pertaining to same on my ranch in Live Oak county. I will give you a list of the names that are in one solid block of land of eighty acres each tract, none of them more than one mile from the town of George West. Governor Ferguson's two tracts, eighty acres each, these tracts were donated in payment for advertising my land in Live Oak county that I am selling to farmers. The other names are as follows that I

have donated each one eighty acres tract of farm land: Governor James E. Ferguson, two tracts. Mr. Leroy G. Denman, one tract. Judge Fred C. Proctor of Houston, Texas, one tract. Judge V. B. Proctor of Victoria, Texas, one tract. Mr. Wm. L. Herff, President of the San Antonio Loan and Trust Company of San Antonio, Texas, one tract. Mr. J. T. Robison of Austin, Texas, one tract. All this land is in one solid block and is as fine land as can be found in southern Texas.

I want to know if you will except this eighty acres of beautiful land from me as a token of my confidence and kind feeling for you. This eighty acres of land is a portion of the Cameron county school land. I am sending you enclosed a copy of a letter from Judge F. C. Proctor who was may attorney when I purchased the Cameron county school land. You can read what he says about my title to this Cameron county school land. If you are willing to accept eighty acres please write me at once and tell me who I shall deed this eighty acres of land to. Wishing a speedy recovery of your one time splendid health.

With kindest wishes for you and your family, I remain,

Sincerely your friend,

GEO. W. WEST.

GWW/b

Q. I believe you stated, Mr. Robison, that Mr. West made out a deed to you and you accepted it, and then sold the land and applied the proceeds to your indebtedness?

A. Yes, sir.

Q. Mr. Robison, you testified this morning, as I recall, about a gift from Mr. Ira G. Yates. That was in what sum?

A. $609.00.

Q. That was $609.00?

A. Yes, sir.

Q. I will ask you, Mr. Robison, if that gift to you from Mr. Yates was given to you in consideration of any favors or official acts in favor of I. G. Yates?

A. It was not.

Q. I will ask you if it in any way influenced or had any bearing on any decision of yours as Land Commissioner wherein Ira G. Yates was interested?

A. It had none whatever. I have had no other dealings with Mr. Yates except questions in which he was interested now pending between the Land Office and the Attorney General's Department, and we are waiting for the decision of the Supreme Court in another case which involves similar questions.

Mr. Allen: You went over that this morning.

Mr. Price: I believe we did.

Q. Now, I believe it has been brought out about a gift of one hundred dollars from Mr. Bivins and one from Mr. Matthews. I wish you would tell about the Bivins transaction.

A. All I know, a party brought me a check, J. D. Jackson brought me a check from Lee Bivins for $100.00. Mr. Bivins at that time was Mayor of Amarillo.

Q. Was that given to you in consideration for any favors or decision in your capacity as Land Commissioner in favor of that donor, I mean the man who gave it?

A. It was not. The only business transaction I recall to have ever had with Mr. Bivins was he bid on some land at one time where we offered for sale the Capitol Syndicate recovered lands.

Q. When was that?

A. It must have been about 1923 or 1924.

Q. That was all over and by the board before this came up?

A. It was.

Q. Well, after you got this gift from Mr. Bivins of $100.00, did you at any time thereafter make any decision or perform any act that would result in his favor?

A. So far as I can recall, there has never been a communication or transaction between us since that time. He is now dead.

Q. When did he die?

A. It seems to me it was last year; possibly early in this year.

Q. Now, with reference to this gift from Mr. Matthews, what about that one?

A. J. D. Jackson, as I recall, brought me a $100.00 check from Mr. Matthews, up about Albany.

Q. Who is Matthews?

A. A citizen living in the vicinity of Albany, Shackelford county, that I have seen three or four times in my life, a ranchman in that country, and I know of no business transactions with him in ten or fifteen years.

Q. Did you have any transactions with him or make any decision as an officer thereafter in any matter wherein Mr. Matthews' rights were affected or wherein he had an interest?

A. I don't recall any business transaction I ever had in any respect with Mr. Matthews.

Q. Now, then, I believe Mr. Jackson has gone into it, but there was something about a gift from one J. D. Jackson. How much was that?

A. As I recall it, it was $250.00. My recollection is he testified the other day that was made up by himself and some other parties.

Q. Well, was that given to you in consideration for any favors or decisions affecting the interests of the parties who gave it?

A. No, sir. When my illness came on in San Antonio, Mr. Jackson wired me offering financial assistance. I declined it.

Q. Then this check came after that time?

A. This check, according to my recollection, was before Christmas, possibly December, maybe November, 1926, after my illness had been more than a year past.

Q. Did you ever at any time after the receipt of this check make any decision affecting any interest or right of the person or persons who gave you that money?

A. I have not, as far as I know.

Q. Mr. Robison, there was introduced here the other day a statement of a private account of yours in the Texas Bank and Trust Company; that is to say, an account different from and separate from the account of J. T. Robison Special. I believe there was two or three thousand dollars in that account. Now, I want to ask you the question: Was any part of the one-cent-per-acre fund ever transferred by you into that personal account?

A. There was not.

Q. If I understand you, that was your own personal money there, money you had earned, or gifts to you from some of your friends?

A. Yes, sir. That fund was made up of sums given to me, and probably some other things I realized on the farms.

Q. Of course, you cannot recall at this time every little deposit, or just whether you sold any lambs, or what you put in there, is that true?

A. I remember selling a bunch of sheep in the summer for the money and depositing that in that fund.

Q. Along with other gifts that composed that fund?

A. Yes, sir.

Q. Mr. Moses has brought here a check dated Texarkana, Texas; it looks like June 14, 1927, The Texarkana National Bank, pay to the order of J. T. Robison $800.00, signed W. E. Rountree. I wish you would look at that and refresh your memory.

A. Mr. Rountree had a ranch out about twenty-five miles from Austin, and he wanted to buy some sheep, and approached me for a trade, and I sold them to him; my recollection is for $900.00. He gave me $100.00 at the time and paid the $800.00 later, when he got the sheep.

Q. That is Dr. Rountree, who resides in this city, and formerly lived up in northeast Texas?

A. Yes, sir.

Q. And who is the father of Representative Carl Rountree, isn't he?

A. I understand so.

Mr. Price: I would like to offer that in evidence.

Mr. Allen: We have no objection.

(The check was thereupon received in evidence and marked "Exhibit No. ..." for identification, and is as follows:

Texarkana, Tex. June 14, 1927.

THE TEXARKANA NATIONAL BANK

Pay to J. T. Robison or bearer..$800.00
Eight Hundred ..... Dollars

W. E. ROUNTREE.

(Endorsed on back):

J. T. Robison.

Pay to the order of any bank, banker or trust company. Previous endorsements guaranteed. Jun. 16, 1927. The Republic National Bank, Dallas, Texas.

Pay to the order of any bank or banker. Prior endorsements guaranteed. Jun. 16, 1927. Federal Reserve Bank of Dallas.

(Stamped "Paid" with stencil perforation.)

Q. Now, that amount of money went into that private account, didn't it?

A. Yes, sir.

Q. And along with other gifts and moneys that you had. That account has been closed, has it not?

A. According to the statement introduced, it seems there is eleven dollars and some odd cents still due me.

Q. Eleven dollars and a few cents. Mr. Robison, if I recall it, there is some testimony here about a check for maybe seventy-five cents, and one maybe for a dollar and a few cents, that were made payable to some little newspapers, Comanche Chief, I think, seventy-five cents. Is the Comanche Chief a newspaper?

A. I have heard of a newspaper named Comanche Chief for probably a quarter of a century or more.

Q. Now that check, if it were on

this special fund, was it paid after these refunds began to come in to you or before?

A. According to the allegations printed in the Journal, the check was made out in 1925. Correcting the record, I will say it was in 1928.

Q. Were you making any race, any political race; was there any reason why you would be advertising in the Comanche Chief, if that is the way—

Mr. Allen: If it is in the Journal that way, it is in error. It was 1928.

Q. So these little checks for these sums were given in 1928, after some of these folks had sent in their refunds to you, and you had more than enough money to cover it?

A. Yes, sir.

Q. Now, it seems that after this investigating committee had started its work, and probably after it had finished its work, you sent out a letter, a sort of form letter, addressed to some of the contributors of this one-cent-per-acre fund, and the second paragraph of this letter made some reference to the fact that people had been refunding their checks to you, these refund checks, and giving them to you. I wish you would explain when that letter was composed.

A. That letter was composed immediately after the first—

Mr. Allen: We object to when it was composed. We are only concerned about when it was used. I think that is the only thing the Committee would be concerned about.

Mr. Smith: It would go to the purpose.

Mr. Allen: Withdraw the objection. Go ahead. Maybe it will save time.

Mr. Price: I think you won't object. It is a question of his intent under the facts and circumstances.

Q. Mr. Robison, when I say composed I mean when you dictated the words that appear in the letter?

A. I think it best for me to state that I began to refund this one-cent-an-acre early last September, 1928. I delivered those checks without any letter, through the mail, and a lot of them in person. The situation came up that I had to discontinue sending out those refund checks, and when the former investigation of the preceding session of the Legislature was ended I resumed the sending out of those checks. In doing so I wrote a letter, the purpose of which was to tell them—

Mr. Allen: We think the letter would speak for itself so far as the purpose is concerned.

Judge Sinks: I think he can go ahead and state what his idea about it was.

Q. Go ahead.

A. In addition to telling the party to whom I was sending the check what it was for, I wanted to get before that party the proper information, concerning which there had been a great deal of misinformation gone out through the newspapers from Austin while the investigation was on, and resolutions were pending here charging me with many things. The information had gone out that I had used some of the one-cent-an-acre fund.

Q. For your private purposes?

A. For my own private uses. In writing this letter, my purpose was to tell the people to whom the balance of this refund was due, how I had come in possession of that money and the reasons assigned by many people for their action in sending the money back to me. That was only a form letter that I wrote, and was sent to every person to whom a check has been sent since the adjournment of that former investigating committee.

Q. As I understand you, Mr. Robison, the report had gone—

Mr. Allen: We object to counsel repeating all that.

Q. Then you sent out this letter in the face of that report, giving these same people definite information as to those refunds that were given to you by the land owners?

A. Yes, sir.

Q. As a defense or as an explanation of those charges that you were embezzling it or had misappropriated it, rumors of that kind?

A. Yes, sir.

Q. Now, Mr. Robison, did you at that time have any intention to insult or do anything that would be offensive to the Legislature or the legislative committee in doing that?

A. As the committee had made its report criticising me, as a resolution had been introduced wanting to impeach me, withdrawn, threatening to be carried over to the next special session, I would have been the most outstanding blooming idiot you ever heard of to have even insinuated that they return that money to me.

Q. In view of those facts, the investigation and all, then it was your intention to write them and to let them know how you got this money?

A. Let them know what money I had spent, and which I had been accused of misapplying.

Q. Now, Mr. Robison, there is one

charge here, I forget which number, but there is a charge made here that you got $2200.00 from one Judge Halley. I wish you would explain to the members how that happened.

A. One morning I was sitting in my office and a gentleman walked in, Mr. Walker, of Kermit, Winkler county. He asked me what was the matter with me, and I answered "nothing." He said he knew there was, that I never looked that way before. I said: "Nothing much to amount to anything." He said: "Well, I know there is. You can certainly afford to tell your friends what your troubles are." I replied: "Well, if you put it on that line, I guess I will have to tell you. I have a debt coming due, a mortgage on my place out here, and I am just sitting here bothering a little bit about where to get the money." He said: "How much is it?"

Q. Mr. Robison, about what date was that?

A. I don't recall the date.

Q. Do you know about what year?

A. About 1927 some time.

Q. That was a time long after you had received all of this money, this $68,000.00 that they talk about, wasn't it?

A. Yes, sir. Well, or possibly was being received.

Q. The bulk of it had been received up to that time, hadn't it?

A. Yes, sir.

Q. All right, go ahead.

A. He remarked that a little thing like that ought not to bother one much, any way. He turned the subject off to his business, and I assigned an employe to wait on him, and he went away. I heard no more about it, and thought no more about it.

Q. Did he at that time give you any indication that he was going to raise any money for you?

A. None whatever.

Q. Did you, then, by any word, sign or other method indicate to him that you wanted him to give you any money?

A. I did not.

Q. All right, he went away. What happened next?

A. On one occasion, when I returned from a trip somewhere, Mr. Walker, the chief clerk, came to me and told me Judge Halley had come in while I was gone with a check and told him it was to be used in the discharge of a mortgage on my place, and he wanted Walker to take charge of it and handle it, and let me know nothing about it until the release of the mortgage had been presented. About that time Roy Archer, secretary of the Federal Land Bank, Capitol City Loan Company, in Austin, somewhere about that time, brought me the abstracts and releases from the Federal Land Bank at Houston.

Q. In other words, they didn't bring you any money, didn't bring you that sum of money, but brought a deed of release executed by the mortgage holder, which showed that your land had been paid out?

A. That is the first information connected with what Mr. Walker had told me.

Q. That 160 acres you owned was purchased in what year, nineteen what?

A. Ten or eleven.

Q. And that is the first time you had the superior title in it?

A. Yes, sir.

Q. I mean to say, owned it without a vendor's lien against it, or trust lien?

A. Yes, sir.

Q. Now, Mr. Robison, with reference to this piece of land down there, I believe you testified that it is the main physical property that you own, the main piece of property that you own. I want to go into that and see what kind of property it is. What kind of a house have you got down there?

A. I have a house of five or six rooms, besides porches.

Q. There was an old house there, and you at intervals built around it, didn't you?

A. Yes, sir.

Q. Did you do any of the work yourself?

A. Quite a bit of it.

Q. What do you mean, did you use a hammer and a saw?

Mr. Allen: He has been all over that.

Q. I want to know if the carpenter work was partly done by you on this house?

A. Yes, sir.

Q. And part of it done at night?

A. Yes, sir.

Q. Have you got a concrete curbing around it?

A. I have got some around the drive.

Q. How did that get there?

A. Most of it got there by the labor of a man whom my wife had traded with and got a partnership in the chicken business, paying a small amount a month, his labor and my wife's labor, making the forms, mixing the concrete, pouring it, and building the curb. My wife and that man did a great deal of it.

Q. Those improvements have been

going on for some time, just gradually improving it?

A. Seven years.

Q. The reason I am asking you this, Mr. Robison, is some talk, rumors around the corridors, that it was a very palatial affair. It was a frame, lumber house?

A. Yes, sir.

Q. Has it got brick veneer around it?

A. None whatever.

Q. Have you got any barns?

A. Yes, sir.

Q. How did you get them, who built them?

A. My first barn I built with the assistance of one of my boys. I took a little time one summer from the office and, if you count that a vacation of two weeks, it is the second vacation I have taken since I have been in office, in thirty-four years, and went out and built a barn.

Q. You mean with your own hands?

A. With my own hands, out of second-class lumber, blown away from Penn Field.

Q. Blown away, and you got that waste lumber and built you a barn?

A. Yes, sir; and out of posts and cedars cut out of the woods myself.

Q. Mr. Robison, is your wife the daughter of Guy Matthews, of Naples, Texas?

A. Now deceased, yes, sir.

Q. When did Mr. Matthews die?

A. I don't remember.

Q. About two or three years ago?

A. Somewhere about that.

Q. Did he leave an estate?

A. Yes, sir, a small amount.

Q. Did your wife share in that estate?

A. Yes, sir.

Q. What did she do with that money?

A. Spent it on debts and improving the place we are living on.

Q. Mr. Robison, has the value of this acreage increased or decreased since you purchased it?

A. As land, without improvements. I doubt if it would sell for any more, or as much, as I gave for it.

Q. What is it worth, about $50.00 an acre, or $60.00?

A. I don't know what it is worth, but I tried to turn half of it loose on my debts at $80.00 an acre, and couldn't get any of my creditors to take it.

Q. Is it worth less than $80.00 an acre?

A. That is the price I asked for it, and they wouldn't take it.

Q. Now, Mr. Robison, I want to ask you, have you at any time taken any State funds, or have you at any time taken any money out of this one-cent-an-acre fund, and spent it on that place there for chickens, cows, barns, concrete culverts or any other matters or improvements on that house or on that place?

A. No, sir.

Q. All the money that has gone into that came out of your own private funds or those of your wife?

A. Yes, sir.

Mr. Price: Mr. Speaker and Gentlemen and Ladies of the House, that concludes our—

Mr. Allen: We object to any statement until the examination is concluded.

Mr. Price: I want to make a statement, not of an argumentative nature, but to ask them if they want any other feature gone into.

Mr. Allen: Don't you think you ought to wait until we go into that? I want to object to that.

Mr. Price: This concludes our examination of the witness and the respondent. There have been a good many of these charges, something like 400 checks introduced, and time will not permit taking them up one at a time. Now, if there be in the mind of any member of this House any question on any phase of this matter that you would like for us to go into on direct examination, we would be glad to do it. We want to make a complete showing and explanation of these matters.

Mr. Petsch: In response to the request, I notice that opinions have been asked on the question whether or not the one-cent-per-acre fund was ever a public fund. This is evidently a part of the defense of Mr. Robison, and I think counsel should offer the letter and let it go into this record, and state how it was obtained, where it came from, and how those letters happened to be placed on our desks.

Mr. Price: We will be very glad to do that.

Mr. Allen: As counsel for the House, Mr. Petsch, I am going to ask for the present to withdraw that, because that instrument has no pertinency to any issue involved in this case. It relates purely to a question of law, and we will discuss all those matters in the proper order, and for that reason I hope Mr. Petsch will withdraw that matter for the present and let us go ahead with the witness and conclude his examination.

Mr. Price: Let it be understood that we stand willing now, or at any time

in these proceedings, to get that opinion from those sixteen lawyers and show it to all the members of the House, and explain the entire transaction so far as we know.

Mr. Allen: That is the very reason I am objecting, because in placing it in this discussion it was getting before the Committee matters we think impertinent, irrelevant, incompetent and immaterial.

Mr. Price: May it please the court, since this matter has been broached, I want to make it clear that I have not placed, nor has Mr. Moses, nor Mr. E. F. Smith, nor Mr. Robison, nor any part of the counsel, placed a single one of those. As I understand it, one of the members of this House, the Hon. W. E. Pope, of Nueces, wanted to know what lawyers, outside of us who are present, thought on that question, whether it was a public or private fund, and, as I understand the thing, he has an opinion from sixteen lawyers holding that it is a private fund and not a public fund. We want it to go in now.

Mr. Allen: I care nothing in the world about that issue and the one-cent-per-acre fund, for this reason: It was either a public fund or a trust fund provided by law, that came into the hands of the Land Commissioner as such, and we are going to rest on one of those two propositions. I am going to object and ask leave to go on and cross-examine this witness.

Judge Sinks: I don't know anything about this opinion. It is all new to me. I don't know anything about it.

Mr. Allen: The whole thing is improper.

Mr. Pope of Nueces: Mr. Chairman, I don't yield to the gentleman who is conducting the prosecution to tell me what is proper and what is not. I resent the statement that it is improper. I want to say here and in this connection that this is a public matter that we are going into, as citizens of Texas and as representatives of the people of Texas, and I am tired, so far as I am concerned, of these justice court tactics in order to keep us from having in the record all these entire transactions. And I stand ready, so far as I am concerned, to defend my action in putting these copies of these opinions on the desks here today.

Mr. Van Zandt of Grayson: Point of order. We are sitting as a Committee of the Whole, and his remarks are all unnecessary and uncalled for.

Mr. Allen: Mr. Chairman, may I ask the gentleman a question? Will he yield?

Mr. Pope of Nueces: I yield to anybody.

Mr. Allen: I want to ask you this question: Do you know of any way in which a lawyer performing a duty to his client can keep extraneous matters from going into the record without making proper and legal objections to the presiding officer?

Mr. Pope of Nueces: I know of no other way, except I know this matter takes a wide range and all of these proceedings here are before this House. What we are trying to do is to find some light on the subject; and we don't want, so far as I am concerned, and I am speaking for myself, and for no other member, but I am speaking for the folks I represent, and we don't want anything covered up by reason of a technicality; and I don't care whether it is within the bounds of court procedure to keep something out; we want to know whether it throws or sheds any light in order to weigh it.

Mr. Allen: Will you yield for another question?

Mr. Pope of Nueces: I yield.

The Speaker: A point of order is pending. As to what is admissible and what is not admissible, as far as the procedure is concerned, that is a matter for Judge Sinks to decide. Now, as far as the gentleman's rights are concerned, he is a Representative, a member of the Legislature or a member of the Committee of the Whole, and I would have to hold that he is within his rights in laying this matter, or any other matter, on the desks of the members if he seeks to do so, unless it reflects on some member of the House, and then it is up to the House to decide that.

Mr. Petsch: Mr. Chairman, I think, as a matter of justice to the House, he ought to also attach thereto his communication to these gentlemen, so that we may know the nature of the circumstances, what facts they had before them at the time they had the request.

The Speaker: It is a matter that is within the province of the House strictly, and you may make that request.

Mr. Woodruff: Point of order, Mr. Chairman, that counsel are to direct the procedure, and not the members of the House.

The Speaker: I think, when we get right down to the bottom of it, any member of this House may come in and talk any time he pleases. I don't believe you can keep him from it. We have adopted some procedure here, that

if any member desires to propound a question he may put it in writing and send it to counsel for either side, and in counsel's discretion the question may be asked. I think we are bound to abide by that, because we have adopted that procedure.

Mr. Woodruff: The rules also provide that counsel for the respective sides shall have full authority in shaping the case.

The Speaker: It states that, too.

Mr. Woodruff: We are in the process of developing the case, and it would be out of order.

The Speaker: I don't think any member can be shut off from making any inquiry they see fit. I think, however, we are bound by the rules we have adopted, the procedure, as far as we go.

Mr. Allen: They have spent many hours examining the witness on direct examination, in developing the facts from their standpoint, and we are now entitled to undertake to turn on the light, so that even the blind may see. We are entitled, I think, to our right to cross-examine the witness.

The Speaker: That right certainly will not be denied you.

Mr. Allen: May we proceed now?

Mr. Pope of Nueces: One word more: I don't want the inference to be made that I was offering this letter as evidence in the case.

The Speaker: I think that is understood. Some of that letter was copied out of a law book. I am not responsible if some of the members read the law books, and I trust they will not be criticised if they do.

Mr. Quinn: Mr. Chairman, to make it clear where we are, who is the legal representative of this Committee, the attorneys employed, or some fifteen or twenty lawyers over the State?

The Speaker: I have tried to express myself and make myself clear on that. Judge Allen and Judge Freeman have been selected by the House of Representatives to represent it in this hearing, subject to the rules adopted by this House. All right, proceed.

Mr. Price: I think that is about all.

Mr. Petsch: If I understand the holding of the Chair, it is that we shall not go into the matter of that opinion at this time.

The Speaker: Mr. Petsch made the request and I want to know if he still insists on it, or does he withdraw it?

Mr. Petsch: I withdraw the question.

The Speaker: Mr. Petsch withdraws the request.

Mr. Price: I believe that is all, unless Mr. Moses desires to ask some questions.

Mr. Moses: I believe there are no questions I desire to ask.

Cross-Examination.

(By Mr. Freeman):

Q. The first question that I will ask you, Mr. Robison, is a question that has been suggested by a member. Do you own any land as a result of a transaction made through Henry Jacobs of Dallas?

A. I testified in this or the other hearing that, after I had sold a home in Austin, a number of years ago, I went and bought a little farm between Dallas and Hutchins. I kept it about twelve months, or a little more, and sold it.

Q. About when did you dispose of it, Mr. Robison?

A. It was some time prior to the time I bought this little place near Austin, which, according to my best recollection, was either in 1910 or 1911.

Q. As I understand your testimony, Mr. Robison, your only income since 1925 has been your salary and the proceeds of your little farm?

A. Yes, sir, and such matters as have been testified to as having been given to me.

Q. What do you estimate to be the average income from your farm since 1925—the average income per annum?

A. I have not made an estimate. I have kept no accounts of it, and keep no accounts of it.

Q. And have no concrete or definite idea what it is?

A. No, sir, I have not.

Q. According to your construction of the one-cent-per-acre fund, did you have any personal interest whatever in that fund?

A. I had no personal interest.

Q. In other words, it was a fund which came into your hands as Commissioner of the General Land Office to be used and disposed of as provided for in those acts?

A. Yes, sir, to be used and disposed of as provided by law. Whatever that might be at the time could be finally disposed of.

Q. In any event, a fund you were handling officially, but for the lawful purpose for which it was created and collected?

A. Yes, sir.

Q. You testified that you did not pay it into the Treasury of the State?

A. That is correct.

Q. Now, did you pay into the funds and properties of the General Land Office?

A. I did not.

Q. On the contrary, you collected it yourself and placed it in an account known as the J. T. Robison Special account in the Texas Bank and Trust Company of Austin?

A. Yes, sir.

Q. No other person than yourself had the immediate custody of that fund from the time it was collected until the time it was used or disposed of?

A. No one except myself and the bank.

Q. You have kept no sort of record showing the disbursements of that fund, have you?

A. The bank books show.

Q. I am talking about your account. You have kept no sort of record yourself showing the disbursements of that fund?

A. I have kept no book record of it.

Q. It is true, is it not, that the books of the bank in this city and customarily do not show the person to whom checks are paid going through the bank?

A. I never saw the bank statement and do not think that they show the names of the parties to whom these checks were issued.

Q. I ask you, now, if you know that there is now no means on earth of determining the persons to whom these one-cent-per-acre checks have been drawn aside from the checks that are now a matter of record?

A. None, except the checks that are now available.

Q. It is true, is it not, Mr. Robison, that there is approximately $32,000.00 of that fund for which no checks are now available?

A. I have not counted it up myself, but that is what the auditors say.

Q. Do you accept the auditors' statement as substantially correct?

A. I do not accept it or deny it, because I do not know anything about the accuracy or inaccuracy of it.

Q. Without reference to the exact amount, it is true, isn't it, that there are many thousands of dollars that cannot now be traced?

A. That is what the auditors say.

Q. I am asking for your personal knowledge, Commissioner.

A. I cannot trace it.

Q. Counsel asked you about the purchase of a Ford automobile. In whose name was the bill of sale to that car issued?

A. I suppose it was issued to me.

Q. It was purchased out of this one-cent-per-acre fund by you, and the bill of sale, so far as you know, was issued to you individually?

A. As far as I recall.

Q. Was that the only automobile you purchased in conducting this reappraisement work, Mr. Robison?

A. After that automobile had been driven about 17,000 miles and was killing me, almost, I traded it in for a Buick.

Q. Did you have a bill of sale for the Buick?

A. Do not know what I got. I bought the Buick and traded the Ford in on it.

Q. Now, in whose name was that car, that Buick, registered?

A. I do not know in what name. I bought it and immediately took charge of it.

Q. You did not have it registered and conveyed as properly belonging to some other person?

A. I did not convey it to any other person.

Q. It was conveyed to you and not to somebody else?

A. Yes, sir.

Q. What became of that car?

A. I still have it.

Q. For what purpose do you now use it?

A. General use.

Q. Do you mean general use for the Land Office or general, individual and private use?

A. Both.

Q. You testified, Commissioner, at some length, and in some detail, in reference to the expense of working out the administration of the one-cent-per-acre fund. Did you separate that expense from the general clerical and other expense in the Land Office Department?

A. I do not understand what you mean.

Q. You testified that in compiling certain information necessary to the beginning of the administration of this act, it was necessary to employ or use numerous clerks. I think you said about twenty-five, and that expense was chargeable against this fund. Now, did you separate that expense chargeable against this one-cent-per-acre fund, and used in the administration of this fund from the general duties and general expense of those people doing that work?

A. It was never mixed with the other fund. Did not need any separation. Do not know what you mean.

Q. I will put it another way: Can you now tell the Committee the total cost of clerks and clerical expense necessary to be expended in the administration of the one-cent-per-acre fund?

A. I have made the best estimate I could of it. From the time it began until it closed it was a minimum of $20,000.00.

Q. That is your estimate. Can you give the items or any of them?

A. I can only give a few.

Q. Why did not you keep an estimate of this expense?

A. It was not necessary.

Q. How did you expect to account for the disposition of that fund without keeping any data in reference to it?

A. I knew that I would know how much money was left when the work had been completed.

Q. It would, after all, be a mere matter of calculation and estimation, would it not?

A. I kept a memo of the amount of money received—

Q. (Interrupting.): Just a moment, Commissioner, will you please be good enough to answer the question?

Mr. Smith: Let the witness answer and bring out the facts.

Mr. Freeman: I reserve the right to conduct the cross-examination in my own way.

Mr. Freeman: Now, are you willing to answer this question direct and if you want to express any explanation you are perfectly permissible to do so.

A. I will answer them only as I understand them.

Q. Here is a question from a member. I wish to take these up along with other questions at the conclusion of the examination. I will put that with the others. You testified, Mr. Robison, in reference to the employment of Mr. Cartledge and his services in connection with the administration of the Reappraisement Act.

A. Passing on titles.

Q. His salary was $400.00 per month during the time that he put in full time and you paid him at the same rate when he worked part time, as I understood you?

A. Yes, sir.

Q. Can you estimate the period of time he was regularly employed as an employe of the General Land Office in that capacity?

A. I cannot.

Q. Do you mean that you have no idea about that, or that you cannot be exact?

A. I cannot be exact. I know he commenced in the fall of 1925, and I know his employment ended some time in 1928.

Q. Now, during all that time he was identified as an employe of the General Land Office and subject to the call of the Department whenever his services were needed?

A. For the purpose of passing on title of reappraisement, but not in the office work generally.

Q. During the time Mr. Cartledge was engaged in that work with the Land Office, he was retained by Judge Turney as his attorney, was he not?

A. I take it so.

Q. During the time that Mr. Cartledge was serving the Department, as you have stated, do you not know that he was serving other clients having an interest in the reappraisement of these lands in West Texas?

A. I know that he represented Senator Turney. So far as I know, that was the only client he had.

Q. Senator Turney was one of the gentlemen who had lands reappraised, was he not?

A. Yes, sir.

Q. Did not Mr. Cartledge, during that time, have some lands of his own reappraised?

A. If he did, I did not know it.

Q. About 15,360 acres of land?

A. So far as I know, E. Cartledge does not own any tract of land except his home in Austin.

Q. Did not you know at that time that he was acting as attorney for Pat Casey of San Antonio in a number of land cases?

A. I did not.

Q. You testified that the expense of reappraising these lands was approximately seven mills per acre?

A. Yes, sir.

Q. How did you arrive at that amount?

A. Knew how much money I started with, knew how much I had when I got through.

Q. So that is the only means you have of reaching that conclusion?

A. Yes, sir.

Q. Basing it on your experience in reappraising lands under the 1913 Act, don't you think seven mills per acre is entirely too high?

A. I do not. Conditions were entirely different.

Q. In doing the reappraisement work under the provisions of the 1913 Act, there were, besides yourself, two other appraisers and a clerk?

A. Yes, sir.

Q. That was before the automobile was in general use, was it not? And you traveled by horse-drawn vehicles very largely, did you not?

A. We used automobiles, according to my recollection.

Q. Did you not, in your biennial report to the Governor, covering the years 1912 and 1913, state that one-third of the $7.50 per section allowed by the 1913 Reappraisement Act was all it cost the State?

A. I just made in my report a general statement of that kind. I have never had the account checked up.

Q. The report you made was an official report?

A. No, it was not.

Q. Why didn't you make an official report?

A. It was not necessary.

Q. Can you identify this instrument which I hold in my hand by examining it, Mr. Robison? Is not that a copy of your biennial report made by you or under your direction?

A. This is the report of John J. Terrell, Commissioner.

Q. The one made by you is further over; I handed you the wrong one. Let me refer you to the right one. That is the report to which I direct your attention.

A. I think this is the statement.

Q. I would ask you to identify that, if you please. That is a correct copy of your report?

A. Yes, sir.

Q. I will ask you if it is not true that in this report you use this language. I will read the entire sentence in order to get it before you. This report bears date Austin, Texas, September 1, 1914. That is substantially the correct date, is it not?

A. Yes, sir.

Q. I will ask you if it is not true that in this report you used this language. I read the entire sentence in order to get it before you. I read this statement to you: "The principal changes made in the bill that the Governor signed was the elimination of back interest, the addition of two members, with the Land Commissioner, they to be appointed by the Governor, and requiring that the owners of the land pay $7.50 per section for the expense of revaluation. This sum was about three times what it cost the State to revalue that land." Did not you make that statement in that report?

A. I did, but it was not based upon an accurate accounting of the cost, but just an approximation of what it cost. The Comptroller's records are available for a correct statement of the cost incident to that reappraisement.

Q. At the time you made that report, you made it officially and reflecting in your best judgment an estimation of the expense of that revaluation, did you not?

A. Yes, sir.

Q. I have a calculation here, Commissioner, based on the statement of the auditors, that your books show that you reappraised under the Reappraisement Act of 1925-1926, there were 6,829,000 acres of land reappraised, which amounts to 10,232 sections of 640 acres each. Now, on the basis of $2.50 per section, according to your estimate, the cost of the former reappraisement in 1913, according to your estimate, the cost of the reappraisement of this land under this act would be $26,830.00. Your estimate now is $47,000.00, is it not?

A. You mean in this last reappraisement—a maximum of that—

Q. Didn't you estimate on direct examination that the cost of reappraisement under the 1925 Act—the 1925-1926 Acts, was approximately $47,000.00?

A. Seven mills per acre was what it amounted to. I never made the figures myself.

Q. In round numbers, did not you say that the cost of reappraisement was $47,000.00 and that that left $21,000.00 over under the act?

A. I possibly answered some question about $47,000.00, or whatever it would be on the 6,800,000-odd acres, would be at seven mills per acre. I have not figured it myself to know the exact amount it would be, but that is immaterial.

Q. Well, seven mills per acre, on an average of 640 acres to the section, would be how much expense for the reappraisement? I would thank you to make the calculation. How much would the cost of reappraising 640 acres of land be at seven mills per acre? What would be the expense of reappraising 640 acres at seven mills per acre?

A. (A member): $4.48.

Q. According to your second estimate, there was a difference in the cost of reappraisement between $4.48 per section and $2.50 per section, which would be $1.98 per section—that is correct, is it not?

A. If it has been correctly figured, I assume it is.

Q. A gentleman down there made the calculation—I did not make the figures. There is in evidence a check, I will get it for you, if you desire, dated August 31, 1925, for the sum of $1000.00, pay-

able to cash—to whom did you deliver that check when you wrote it?

A. I do not know.

Q. Did you intend, at the time you drew that check for the $1000.00, for it to be delivered to Mrs. Robison or to Dr. Robison, your son?

A. It was to be used by my wife for expenses for whatever emergency or contingency should arise under the circumstances.

Q. Then you expected it to be delivered to them, to one of them, for that purpose?

A. Well, I do not suppose that I had any expectation about it other than to be used for that purpose. I was in a state of coma and knew not how much it was, nor to whom it was payable, until I saw the check in this other investigation.

Q. In any event, your intention was that that check was to be used by Mrs. Robison and your son, Dr. Robison, for the purpose of paying such expenses as might be incurred in connection with your hospital treatment?

A. Yes, sir, for the hospital expense and expenses incident thereto.

Q. There is also in evidence a check for $1000.00, payable to cash, dated October 14, 1925, endorsed by you, and I will get the check if you desire it, so that you may know exactly what check I am referring to. What disposition did you make of that check?

A. The money received for that check was used for expenses incident to the reappraisement work.

Q. Mr. Robison, you were then just recovering from that illness, and you started out on the reappraisement work after that time?

A. Yes, sir.

Q. Why did you draw that $1000.00 out of this special fund to use in paying your expenses in this reappraisement work so many days in advance of the time when you began the work of reappraisement after you were ill?

A. Well, sir, at this date, I cannot remember all the minute details of transactions several years before.

Q. Who cashed that check, Mr. Robison?

A. I did not know. You say my endorsement was on it?

Q. Can you make any statement, Mr. Robison, of what you used that $1000.00 for? I am not talking about a general statement. I want to know the particular use you made of the proceeds of that check?

A. As to whether I bought tires, gasoline, et cetera, certainly I cannot recall now.

Q. Well, a thousand dollars worth of tires would be a considerable bunch of tires, would it not, Mr. Commissioner? Do you mean to say that you cannot tell the particular items for which that $1000.00 was expended at this time?

A. No, except I can state that it was used for expenses incident to the reappraisement of that land.

Q. And you have no idea why you drew that amount of money represented by that check, out of the bank account, that J. T. Robison Special account, before you started on your jonrney?

A. No, sir.

Q. Do you know whether you put that thousand dollars in your pocket, or whether you deposited it in some other bank?

A. Well, it seems to me that I put a lot of it in my pocket and spent it on the road.

Q. You have no independent recollection at this time as to whether you put that money in your pocket and spent it in this reappraisement work, or just what you did with that or what you bought with it?

A. (No answer.)

Q. Now, then, I hand you a check dated October 14, 1925. That is the check to which I referred you. Can you tell by examining that check, or by any other means, who received the $1000.00 on that check?

A. I would assume that I did.

Q. It is more than an assumption, isn't it, Mr. Robison?

A. Yes, sir, because there is no other signature on it.

Q. Yet you have no recollection, and your records do not show, and you do not recall any information about what became of that money?

A. None whatever.

Q. You suggested that it might have been used for expenses on the road. The record discloses numerous other checks given shortly after that time, cashed by you. In the event that is correct, it would be evident to your mind that this thousand-dollar check was not given for expenses on the road, wouldn't it?

A. I do not know that I would reach the same conclusion that you do.

Q. It is your conclusion I am asking for, Mr. Robison.

A. But you ask me to reach your conclusion.

Q. No, sir, I just want yours. I will put it this way: If you drew that money out to pay your expenses, cash

out of your pocket, as you were making this reappraisement, how did it happen that you issued these other checks on the road so soon after you left Austin to go back on that work of reappraisement?

A. Needed the money for expenses.

Q. Do you have any idea what these expenses were for?

A. They were very heavy.

Q. Patently so. Have you any idea the particular use you made of those checks that were subsequently issued while you were out on the road?

A. I do not know what they were for, except for expenses while out on the field on this reappraisement work.

Q. I have an outline, Mr. Robison, that I cannot follow exactly, but I want to take up with you at this time the I. G. Yates six hundred and nine-dollar check. Where were you when Mr. Yates gave you that check?

A. At the Angelus Hotel, San Angelo, Texas.

Q. You had recently gone to the hotel in company with Mr. Yates from Pecos county?

A. Yes, sir, rode there in an automobile with Mr. Hill and Louis Farr.

Q. You had been out to the Pecos county oil field with Mr. Yates, in the performance of your official duties?

A. I had not gone there with them, but I had notified them and others that I would be out there at a certain time, and if they desired to be there I would be glad to have them meet me there.

Q. What was the object of your visit there at that time in company with those men—what official business were you on at that time?

A. Well, parties had filed on supposed vacancies in the oil field commonly known as the Yates Field. I had denied the existence of the vacancies. Other parties were interested, and they were there and wanted me to personally inspect the lines and corners. With the view of determining whether there were vacancies or not in that field. At that time, before I went out there, I notified all parties at interest that I would be out there at a certain time. If they desired to do so, they could meet me there. Some of them did meet me. We went over the situation, and then, the only transportation I had to get back was in an automobile with these gentlemen, from the Yates Field to San Angelo.

Q. In other words, you were out there for the purpose of determining whether or not Mr. Yates owned all the land or whether or not there were vacancies as claimed by other parties, existing.

A. No, sir, I could not determine whether Mr. Yates owned it, or someone else.

Q. I am afraid that you misunderstood my question. If this was not the business you were engaged in while you were out there at that particular time. To determine whether or not a vacancy, or certain vacancies existed in that field. Not with reference to you determining this finally or not. Was not that the object of your visit out there at that time?

A. Not exactly. The parties who had filed on these vacant lands, had had a great deal of surveying done. Other parties had had a great deal of surveying done, and each of them filed claims to show what they claimed to be the original corners and the new corners that they had established, and they sought to ascertain what my conclusions about it were.

Q. So they wanted you, as Commissioner, to give your conclusion as to that after inspecting these corners, as to whether or not there were any vacancies in that tract?

A. They were seeking awards to vacant lands.

Q. And you were there for the purpose of passing on the question whether you would make any award or would not make any award?

A. I was there for the purpose of looking at the landmarks that were then in existence.

Q. And expecting to use that information in determining whether or not vacancies existed?

A. As a part of the facts on which to base a conclusion, if it became necessary to go into the question of the existence or non-existence of vacancies.

Q. That answers my question; thank you. Counsel asked you about a gift of about $100, made to you by Matthews. You recall the question, I take it?

A. Yes, sir.

Q. You testified that, so far as you believed, Matthews had not had any matter pending before the Land Office, or before you as Commissioner, prior to that time?

A. No, I didn't say that exactly.

Q. Just what did you say, Mr. Robison, in that regard?

A. I said if Mr. Matthews had had any business or transaction with the Land Office for many years, I personally have no recollection of it. I will add this to that answer: When I first was

in the Land Office, he was a ranchman in the country and had business dealings there through his attorneys.

Q. Now, does that state it fairly, Mr. Robison?

A. As far as I recall.

Q. All right. Now, to refresh your recollection, I will ask you if it is not true that Pat Casey, of San Antonio, was Matthews' son-in-law, and isn't it true that from the year 1926 to 1928, there has been a number of filings on vacant lands, for vacancies in Matthews' land in Throckmorton county?

A. Your statement is the first information I have had of anything of the kind. I didn't know that Pat Casey was related to J. A. Matthews. I have heard of Pat Casey—in fact, I have met him, but I wouldn't know him if he were here.

Q. Yes. Well, do you not recall that the matter of vacancies in this Matthews land in Throckmorton county was considerably discussed and under investigation in the years from 1926 to 1928?

A. I have no knowledge of it.

Q. Now, what time, did you say, Matthews gave you that $100?

A. It was about March, 1927.

Q. Some time during the intervening time between '26 and '27?

A. It was about March, 1927.

Q. Now, going to that University lease matter, Commissioner, about when was the acreage you advertised for sale on January 2nd reduced?

A. It was, if you mean to ask when I attempted to withdraw some of it,—

Q. No, sir, I don't think that is exactly what I am asking about. You testified that, in response to a request by Senator Price, that a large amount of land be advertised,—you, at his request, reduced the number of acres to be advertised. You recall what I am talking about?

A. Senator Price requested, making a rough mental estimate, some quarter of a million acres to be advertised on the 2nd of January.

Q. Now, my question is, about when was the acreage to be advertised for disposition at that time, reduced?

A. Senator Price's request was made the 1st—about the 1st of November, the list was sent to the printer on the 10th of November, his letter was written on the 17th of November, I received the proof back from the printer some time, the 20th of November, corrected, and upon his letter I changed the date of all the lands in excess of the 84 tracts that have been testified here this morning to a later date than the 2nd of January, reducing his special request to some approximately 50,000 acres.

Q. It was just the date I was interested in, Mr. Robison.

A. That was when I corrected the proof, some time the last half of November.

Q. Then the advertisement or notice required by the act was sent out about when?

A. I will make this statement in connection with it, and I think it will clarify it probably: At the time, I eliminated from the 2nd of March perhaps 200,000 acres, with the permission or request of Senator Price. I also changed the date on all the other lands that I had theretofore fixed coming between the 2nd of March and the 16th, which was by the request of the Board of Regents of the University; then I returned the lists of the lands to the printer, and they began to deliver them to the Land Office in the completed form the 5th of December.

Q. Now, it was after that time that you say you heard the first protest in reference to selling or offering those leases for sale on January 2nd?

A. I stated that Bob Holliday, of El Paso, had written me about the matter in a general way, in October, just before and just after the decision of the Supreme Court in the case—the Theisen case. Then Judge Batts was in the office in the latter part of October, wanting me to go look at lands and leases, etc., University lands, in Pecos county, and I explained to him my action then in placing University lands on the market, and he and I discussed the matter. Those occasions were the first mention of it.

Q. You first reduced the property to be advertised and disposed of on January 2nd down to about 103,000 acres?

A. Well, I say about 100,000, just in round figures. I don't know how many acres you have got there.

Q. Now, was that done before the first advertisements were sent?

A. There wasn't but one advertisement sent out—that was the list in a completed form delivered to the Land Office on the 5th of December.

Q. All right.

A. And completed delivery about a week later.

Q. Well, now, did you attempt to postpone or change the date of sale of any of this 100,000 acres of land?

A. I did.

Q. When?

A. I guess it must have been the 1st—about the 1st day of December, 1929.

Q. What is the approximate amount of acreage to which you reduced it?

A. I had—but I had stated before that I would do so, and on that date was the date that I took the action.

Q. Now, to what was the acreage reduced after this notice to postpone was given?

A. Approximately 100,000 acres reduced to approximately 50,000 acres, as I recall it, about the—might have been the last day of December, and leased on the 1st day of January.

Q. Now, that 50,000 acres, more or less, was the land described in the Price letter to you individually?

A. That which wasn't attempted to be postponed was described in Mr. Price's letter.

Q. You have testified that in the conversation between yourself and the Attorney General, you agreed in substance that if he would give you a departmental, well considered opinion, properly authenticated, stating the authorities, to the effect that you had the right to postpone these sales, you would do so, did you not?

A. Yes, sir.

Q. He had stated to you before that time that that was his personal and final judgment expressed in the conference?

A. That was his opinion expressed in the conference.

Q. Your own opinion as to your attitude in that matter at that time was definitely and finally formed, wasn't it?

A. I had investigated the matter the very best that I could, and had reached the conclusion I had no power to undo what had been done.

Q. And that opinion was as definitely formed in your mind at that time as it has ever been since?

A. That opinion was subject to be overcome by the Attorney General or anyone else who could show me authority that I had the power.

Q. The Attorney General did give you the letter in evidence, did he not?

A. He did, but cited no authority except the Theisen case, which, I have already said, was mandatory upon me to proceed when specific request was made.

Q. In any event, the opinion formulated by the Attorney General's Department was not considered by you, and you declined to follow it?

A. I declined to accept it, in the first place it had not complied with the conditions of the law; in the second place, it contained no reason except the fact that the power to put the lands on the market implies the power to withdraw them.

Q. Did you at that time entertain the same view as to Mr. Pollard's opinion that you afterwards expressed as to Governor Moody's statement to you at Dilley,—that is, that the opinion was puerile?

A. I didn't say—you mean what Governor Moody said?

Q. Yes?

A. I don't think I said that Governor Moody said any opinion was puerile.

A. No, I don't think you did, either. But did you not say that the opinion expressed by Governor Moody at the Dilley conference was perfectly puerile?

A. I don't think I said that that way.

Q. Just what did you say as to what regard you had for Moody's opinion as a lawyer?

A. I didn't say anything about it. I may have said that General Pollard's opinion that the power to put them on the market implied the power to take them off was puerile.

Q. In response to Senator Price's questions, you testified you destroyed no records relative to this one cent per acre fund—in the first place, I believe you said you kept none?

A. I kept entries of all the moneys received.

Q. You kept none as to disbursements. But now the amount of checks that you delivered to the auditors is far short of the total number of checks issued. Have you any idea how those checks happened to be lost?

A. Yes, sir.

Q. How did it happen?

A. In all my life I have never kept cancelled checks, and those checks that I have are by pure accident, happened to be received in my absence, and were placed by employes or others in the Land Office on my desk and lay there, and when called for, I searched every possible place and delivered them every check available. I don't keep deposit slips, I have a pass book, I don't keep cancelled checks, I have never done so.

Q. You did not intend, then, to keep any of these checks?

A. Nor did I intend to wilfully destroy them for the purpose of covering up anything; but I handled them as I have always handled my other affairs.

Q. Then, as I understand you, you

were disbursing this large one cent per acre fund of $70,000 approximately, and the only record or memorandum you have had in reference to it was cancelled checks, and you took no pains and had no intention of keeping them—is that true?

A. No. And I had no intention—

Q. (Interrupting.) No, you don't answer my question, please, sir—answer it, please, sir?

A. Repeat it.

Q. I say, you expended this fund of $70,000, approximately, keeping no record personally, except these cancelled checks, and under those facts you had no intention to keep the cancelled checks and no intention of doing so,—now, please answer whether that is true or not?

A. I had no intention about the matter one way or the other. The simple facts are they were disbursed just in the ordinary way that I had always disposed of cancelled checks.

Q. The question is, then, what degree of care did you exercise to enable you to account for this fund and show your expenditures, just what degree of care did you exercise in that regard?

A. I knew how much money I had received—I knew, whether I kept books or did not keep books, none of it was expended for anything except proper expenses incident to the reappraisement of the land, and I would know how much money was on hand when I paid all expenses, and that amount would be the money to be returned to either the State or to the owners of the land, as the case might be.

Q. Now, is that your last and positive and final explanation of that matter?

A. And just as you would do, if a client would give you $100 to go somewhere, for expense money, you would start with $100, you would get back, you would know you had $25 in your pocket, you knew you had spent $75, and that is what you would charge him up with.

Q. My last question was, is the explanation you have made your last and positive and final explanation of how you handled the distribution of this one cent per acre fund?

A. Well, if you could frame the question differently, it might be answered in different words.

Q. I don't want to frame it differently, I want to frame it that way and want it answered.

A. To the question you have asked, I have given you an answer.

Q. That auditor's report shows something over $12,000 not deposited in any bank. Do you know whether that amount is substantially correct or not?

A. I do not.

Q. Now, there was a considerable sum that was never deposited by you in any depository from this one cent per acre fund?

A. That is true.

Q. What do you estimate that you collected and did not deposit in any depository out of that fund?

A. I make no estimate.

Q. Have you no idea about it?

A. No, sir. A great deal of money was paid to me out in the field; I cashed the checks and used them as expense money as I went along in the road, I would report it to the office and they would endorse in the proper place, "Paid." While in Austin, and needing it, not having time, or whatever might be the cause, instead of taking the checks to the bank, depositing them and drawing the amount, I would put them in my pocket and cash them as I went along the road, the same as I would cash it at the window of the bank when making deposit—having more than I wanted to carry, I would cash them at windows when deposited, and then later draw it out.

Q. Didn't your application blank there require that the request for reappraisement be in writing and mailed to Austin and check for the one cent per acre to accompany it, wasn't that your regulation and your method of getting these applications and money for making the reappraisement with?

A. If you care to do so, we will introduce one. (Handing a blank form to counsel.)

Q. Well, can't you answer my question, Mr. Robison, whether or not your usual method of receiving applications for reappraisement and collecting the money for it, weren't the applications to be accompanied with checks?

A. That is one—it didn't require it to be deposited with checks, they could pay the money in cash, post office orders, or any other form.

Q. And the way you administered that fund, a fellow could make application to you way out in the pasture, not in writing, and pay you the money—and you would do that occasionally, accept the money and make no note of it,—is that what you did?

A. I didn't say that.

Q. Well, I ask you if it is not true that you did that some time?

A. No, sir.

Q. Describe to the committee the usual and customary method of receiving applications away from Austin and collecting the fund for reappraisement.

A. I would meet up with a party, he tells me he applied for revaluation of his land, and he would give me the money as a fee in a check, or cash, or whatever form he wanted to give it in, I would take it and report it back to the office; his request in writing for the revaluation would be forwarded to the office by himself.

Q. In other words, he sent the application and you kept the money and fee?

A. Yes, sir, that was, I wouldn't forget to carry the papers with me and mail them for him.

Q. You were not willing to risk the papers in your possession, but you were willing to risk money in your possession, Commissioner, as I understand it?

A. Well, you understand wrong.

Q. I will ask you about it then, why you did not refuse to take the money and refused to take the application?

A. I didn't have time to attend to applications and do clerical work; but I could take his check and use it for expense money, as the law provided.

Judge Freeman: In order to get the form handed to me by the Commissioner before the committee, I will offer it in evidence and read it. It is fastened in a book and I cannot, therefore, deliver it to the Reporter.

(At the request of counsel for proponents, the Reading Clerk read the form of application for reappraisement as follows, towit):

List of Lands Forfeited in Gaines County, Texas.

At the request of Jeff W. Ball, care of Brownfield State Bank, Brownfield, Texas.

Austin, Texas, 6/21/27.

File 121175, Section S. P. T. 17. Block C-31. S. P. T. Survey.
Grantee, Public School.
Acres 240. Total 240.

J. H. WALKER,
Acting Commissioner.

The owner of the above described tract of land, at the date of forfeiture, do hereby request its revaluation.

J. W. BALL.

Date of Fee Payment: July 5, 1927.
Letter No. 5052.
Received July 5, 1927, 240.
Return to chief clerk.

Q. Now, Commissioner, your record, if they were all handed out, would give that kind of detail as to the application and cost of reappraisement?

A. It would give that cost, the amount that they had—

Q. Well, it would give the information just read by the Reading Clerk, wouldn't it?

A. Yes, sir.

Q. Each instrument,—with all those details as to applications and receipts, you made no kind of form and had no sort of system as to disbursements in the field nor otherwise, did you?

A. Except by check.

Q. This money, then, you did not deposit in the bank, whether it was $12,000.00 or what not, was just handled and disposed of by you by paying it out in cash in the field. You did not draw checks against the bank here in Austin for the money you had not deposited in Austin, of course?

A. Certainly not.

Q. Yes, sir. There is this sum of approximately $12,000.00 that you received in cash and paid out in cash, and there is nothing to show the item, or the person from whom received, or what became of it?

A. This book and its companion book will show from whom every dollar was received.

Q. Now, you testified that a large sum of money would have been deposited in the State Treasury if the January sales had not been interrupted by injunction. Isn't it true, Commissioner, that the very people who offered to pay that large sum of money are now litigating in that injunction for the privilege of bidding at the sale?

A. They are insisting on their rights, yes, sir.

Q. With these people maintaining litigation to obtain these leases at that price, I will ask you what is the basis for the prediction, for the conviction that the University will sustain great loss in the event those sales are not permitted to go through?

A. All information and statements of that kind are purely speculative, by whomsoever made and indulged, in that line. I will say to you this table we had this morning shows that one man offered for one section of land in Crane county $711,000.00 more, for another section he offered, $820,000.00 more. I am told that hardly any one would take that except for speculative, trade purposes, at ten cents an acre.

Q. Now, you are not an oil man, are you?

A. No, sir, I never had an interest in it in my life.

Q. These people who are conducting this litigation are interested in oil and they are oil people, aren't they?

A. I understand they are.

Q. Yes. They evidently think, then—

A. But the party I mentioned is not litigating.

Q. Well, I didn't ask you about that particular party—let's get back to my question. The Regents of the University of Texas think it is to the advantage of the University to have these sales postponed, the Governor of Texas thinks that, the Attorney General of Texas thinks that, the Legislature of Texas thinks that, the oil people, so far as you know, think that; and you entertain a different opinion and say it is liable to result in a serious loss. Now, how do you figure that as probably correct?

A. Show me where I have said so.

Q. Then, you do not say that the University fund is in danger of any loss by this injunction, do you?

A. I have said that any statement of that kind from any source whatever is purely speculative, formed on imagination, and I haven't heard but two Regents express the view that it would be best to do what has been done?

Q. No, Mr. Robison, there was read into the record from your testimony before the Legislative Committee certain statements reflecting your attitude towards accepting gifts and gratuities. You stated in substance in there that, as a general rule, you think it is bad for public officers to accept gifts?

A. On the abstract question, I said that I doubted its being a sound, wholesome public policy. But could there be circumstances and conditions that would cause such in a given case to be excused and condoned, and, if so, did the facts in my case bring it within the exception? That is my testimony in that other hearing.

Q. All right. Do you not still say and think it is dangerous to the public policy for a public officer to be accepting gifts and gratuities from people whom that officer has served and probably will serve during the term of that officer?

A. I have never stated it was dangerous.

Q. Do you think it is not dangerous?

A. I stated, and that is all the comment I have to make, as a general public policy. I doubt the wisdom of a public officer being the recipient, generally speaking, of gratuities, etc., from those with whom he is constantly dealing.

Q. I didn't ask you, now, about your former statement. I asked you if you did not at this time think it is a dangerous public policy for public officers to receive gifts and gratuities while serving in that office?

A. I will not add to or take from my former statement.

Q. Do you mean you are not willing to give this committee your opinion and judgment about that at this time?

A. Do you want me to answer it?

Q. Yes, sir. My question is, are you willing to tell at this time this committee investigating this matter whether or not you think it is dangerous to the public policy for public officers to receive gifts and gratuities while serving in office?

Mr. Smith: Mr. Chairman and Judge Sinks, the witness has answered that question two or three times. He has stated his former testimony, and says that he does not care at this time to add to or take from it, and counsel continues asking the same question, and we object to it being asked any longer.

Judge Freeman: I am urging the question, if Your Honor please, because it is his present attitude that I am interested in.

Mr. Smith: And he has answered that question by saying that it was explained by his former answer.

Mr. Allen: We think he is evading it, in its present form, and we think we are entitled to a categorical answer to it.

The Witness: You are entitled to your conclusion.

Judge Sinks: He is stating what he thinks about it.

Judge Freeman: No, sir, not what he thinks now.

Mr. Smith: He has stated what he thought about it before the former committee, and in his answer to this question he says he doesn't care to add to or take away from his former answer, and that is an answer to this question.

Judge Sinks: What is your question?

Judge Freeman: My question, if Your Honor please, is, do you not think it at this time—cancel that— do you not at this time think it is a dangerous policy to the public for public officers still serving in office to accept gifts and gratuities from the people whom they serve and were at that time serving?

Judge Sinks: Now, Mr. Robison, you

can just answer that any way you see proper—any way you see proper.

A. I have answered him in the language of my first answer in the former investigation of this House Committee, and my answer was that I didn't care to add to or take from that statement. The question now is, do you think it is dangerous to public policy. I am not commenting upon or reaching any conclusion as to the possibility of its being dangerous.

Q. As I understand you, you think it is an unwise policy for public officers generally, but you think it is all right so far as you are concerned,—is that what you mean to say?

A. I have answered the question as plainly and directly as I know how.

Q. Do you expect in the future to continue to accept gifts and gratuities as you have done in the past and under those circumstances reflected by this testimony?

Senator Price: Now, may it please the court, now, they are trying Mr. Robison here on past events. Now, they cannot ask for what he expects to do in the future. I think that the testimony ought to be confined to the record and to past events.

Mr. Allen: Now, Judge Sinks, we will make this observation to be considered in that connection: The question of the fitness of an officer for the position he holds, of course, will be determined by what he has done in the past; but his fitness for a position or place will be measured also by what he intends to do hereafter. That is the purpose of that question.

Judge Sinks: I think he ought to confine it to the past, Gentlemen. It is speculating as to the future.

Mr. Allen: All right.

Q. How many of these form letters, such as you sent to Tyler, have you sent out, or caused to be sent out, since the Legislative Committee reported?

A. I couldn't even make an estimation, because they have been sent out, went out with the checks that remained unmailed.

Q. Have you any idea how many people who received checks with that letter have returned the checks to you uncashed?

A. I have not.

Q. Estimate it?

A. (No answer.)

Q. Were there many or few?

A. (No answer.)

Q. My question is, Mr. Robison, since the Legislative Committee reported and you sent out this form letter, with return checks,—isn't it true that many people have returned checks to you?

A. A few have.

Q. Have you kept those checks?

A. Yes, sir.

Q. You have no intention of not keeping them, have you; in other words, you accept that money as your property?

A. I am holding them for the present.

Q. For what purpose are you holding them?

A. (No answer.)

Q. Do you prefer not to answer, Mr. Robison? If you do, I will withdraw it, unless you desire to answer the question it will be withdrawn and we will pass it?

A. (No answer.)

Q. Now, prior to the time the Legislative Investigating Committee met, there had been returned to you in cash checks to the amount of over $6700.00. You still have those checks?

A. I have all the checks that were returned to me.

Q. Do you intend to keep and appropriate to your own use the amount represented by those checks?

A. Whatever remains in that account after the last checks are presented will be my money.

Q. Your statement is that you have no private interest in it when it is received, but you expect to conclude the matter with private ownership of whatever is left of the fund, and not check it out, is that right?

A. If the checks that have been returned are sufficient to cover it.

Q. You say you deposited some money obtained from sheep in the spring of 1928—March 6, 1928. Did you pay cash for those sheep when you bought them?

A. Not all of them.

Q. From what fund did you—I mean, was that your individual money or did you take it out of some of this one cent per acre fund when you bought those sheep?

A. Out of my individual money.

Q. You sold the sheep in 1927, I believe the record shows, doesn't it?

A. I think that is the date of that check.

Q. You made the deposit on March 6, 1928. Why the delay?

A. You don't understand.

Q. Well, if I don't, I beg your pardon—I want to get it clear, and if I am in error about it, I would thank you to make the matter plain, to make the explanation?

A. I bought the sheep in the summer of 1927; bought land in the fall of 1927,

fed them out during the winter, sold them on the Fort Worth market in March, 1928, and deposited the proceeds in the Texas Bank & Trust Company in special account.

Q. You mean, Commissioner, that you deposited the money promptly after you received it?

A. Certainly.

Q. Well, I misunderstood, and I beg your pardon, because I was in error in that respect. Now, did you deposit that thirty-two hundred odd dollars to take up money which you had theretofore checked out of that special account for private uses?

A. Yes, sir. But I hadn't checked out that much.

Q. How much had you checked out, about?

A. According to the facts, as I can get them together, up till the time these refund checks began to come back to me, I had checked out $3070.00.

Q. You had checked out $3070.00, according to your estimation of this one cent per acre fund, for your private and individual use, is that correct?

A. Yes, sir, and placed it back in that one check $3218.86.

Q. When did you begin checking out of the one cent per acre fund for your private use—didn't you begin in 1925?

A. I believe I drew one check in 1925 on that fund.

Q. And paid it back in 1928, according to your contention?

A. Yes, sir.

Q. Is that right?

A. Yes, sir.

Q. Then, in addition to keeping no record of your disbursements, Commissioner, according to your own admission, prior to 1928, you had borrowed $3000.00 of the one cent per acre fund for your private uses, is that true?

A. No, I didn't say that.

Q. Well, how much did you borrow and check out for your private uses?

A. I said to November 1st—I mean to the time, to September 1st, '28, I had drawn out $3070.00.

Q. Did you not testify before the committee that you had deposited several salary checks, or a few salary checks in that special account?

A. I at that time thought of taking and putting two salary checks in there, —no, at the time I wasn't quite sure about that, but I thought I did remember it.

Q. Well, was that done intentionally or through inadvertence?

A. Intentionally.

Q. What was the occasion or necessity for depositing those salary checks? Was that to take up money you had borrowed out of the fund for private uses?

A. It might and might not have been —it might have been a matter of convenience for me, having to go to one bank, instead of having to go there and then to the other one.

Q. Now, you also testified, did you not, that you deposited the proceeds of the sale of some wool, amounting to from $500.00 to $800.00, in that special account?

A. That was my recollection.

Q. Why did you do that?

A. I thought I had drawn out a little of that fund—I know I had drawn out a little of that fund.

Q. Now, let us figure a minute. What was the exact amount of the proceeds of the sale of the sheep—$3207.00?

A. $3218.86.

Q. Your best estimation is that you deposited at least $500.00, and perhaps $800.00, from the proceeds from the sale of wool?

A. I doubt if it was more than $500.00.

Q. Say $500.00. Then, in the event you deposited two salary checks,—that would be $416.66, wouldn't it?

A. In the event I put them there, yes, sir.

Q. I will ask you if this is not true, that you made those deposits to take up money which you admit that you had borrowed from that fund for private uses?

A. And I recall another $75.00 check.

Q. Assuming that that total is correct, I will ask you if it is not true that you had withdrawn from the one cent per acre fund, for your private and individual use, over $4200.00, and that you made these deposits, as a matter of fact, to take up the amount you had thus borrowed?

A. That is not true.

Q. Make your statement full and complete and as true and as exact as you can, stating the facts in that regard.

A. I have done that.

Q. In other words, you don't desire to make any further statement about it?

A. I think I have answered it fully.

Q. Why did you put over $4200.00 back in the account to take up a deficit of only $3000.00?

A. The smaller amounts there were placed there early, not being enough to cover what I had drawn out. I had

the one check of $3200.00. Instead of going and collecting the cash on that, or depositing it somewhere else, as a matter of convenience, I deposited the whole check there so as to have ample funds to cover all of them.

Q. These deposits were made in 1928. Now, why did you not determine the exact amount that you had checked out before there and used for private purposes, and deposit the check there to cover that balance?

A. I have answered you that one check was too much for all, and as a matter of convenience I deposited it as a whole.

Q. In other words, you intentionally and knowingly commingled your private funds with this trust fund you held of the one cent per acre for collection?

A. If you want to put it that way, that is true—that is to say, that I put my private funds in that fund.

Q. Do you not know that it is entirely unusual and bad policy to mix private funds with any sort of trust funds?

A. That is a conclusion that people might differ on, depending on their purpose, intention, etc.

Q. So far as your practice is concerned, you thought it was a good policy, and you now approve what you did,—is that true?

A. I had no thought about it, whether it was a wise or unwise policy; I knew what I ought to have in the fund, I knew what ought to be put in it, I covered every cent that I had taken out, and that should have been the end of it; not a cent of it was due in excess of what I put in.

Q. All right. You heard Judge Halley testify, did you not, that when you were out in that country, where he said there wasn't a farm in the country, you were seeking to borrow money to take up some indebtedness you owed?

A. I didn't say that, nor is it a fact that I was out there trying to borrow money to take up any indebtedness nor to make any investments.

Q. Judge Halley did say that you spoke to him about making a loan, is that true or not?

A. When I was out there in that country, Judge Halley and I would always go together, we would talk about farming, ranching, etc., generally. I remarked to him then it was my purpose to get me some lambs, if I could, and feed them out.

Q. You didn't say anything about borrowing money out there to pay some indebtedness you owed on your homestead, did you?

A. I did not. Nor did Judge Halley testify that I did.

Q. Did you say anything to Halley about borrowing money for any purpose out there?

A. I did not. I spoke in the way I mentioned, in talking farming and ranching generally, I was telling what I expected to do on the little farm was to get calves and lambs and feed them out if I could get the funds to buy them with.

Q. You didn't say anything to Halley, then, about borrowing money from anybody out there in that country?

A. I don't think Judge Halley intended to say that—that I did.

Q. If he did say it, he was in error?

A. Yes, sir.

Q. Now, how long after that occurred was it that he brought that check and gave it to your chief clerk to pay off the indebtedness on your home?

A. I expect that occurrence possibly was at the time I was there, about early in December, 1925; I don't remember to have been with Judge Halley out there any other time.

Q. About how long was that before Walker told you that this indebtedness on your farm had been paid off?

A. I learned the indebtedness had been paid off some time during middle of the year of 1927.

Q. Now, you spoke of rendering some service for George West in platting a farm of his. Was that a service that you could charge for?

A. I stated Mr. West had made a request to the Land Office for copies of field notes, working sketches, etc., to be compiled from the records of the office, and they were compiled and furnished him for the statutory price and fee.

Q. Did he pay you those fees for that service?

A. I haven't looked at the books, but I assume that he did; the fees wouldn't come to me or any other employe of the Land Office, they went into the general revenue of the State Treasury.

Q. Anyway, your acquaintance with Mr. West was such as arose out of that service, and he afterwards sent you this letter and gave you this deed?

A. I didn't say that that was given to me for services rendered in the Land Office.

Q. No, I didn't mean to say you did. My question is, your only acquaintance with West was such acquaintance as you had with him as Commissioner of the General Land Office, until you went down to San Antonio and went into that fine brick house, or stone house—that is true, isn't it?

A. Until I had called on him for about twenty or thirty minutes one morning, I had never seen the man in my life but had talked to him numbers of times over the phone.

Q. In any event, after that acquaintance between you and him, he sent you this money and you took it—this farm, I mean, and you took it?

A. After I saw Mr. West that morning, I never saw him until he called on me while I was in the hospital, and then only one time, those are the only two times that I ever saw him, and I never had any business dealings with him personally.

Q. To whom did you owe the indebtedness on your homestead that Halley and Walker together paid off?

A. The Federal Land Bank.

Q. Of Houston?

A. Yes, sir.

Q. Was that the debt you were worrying about when your friends came in and you looked so disconsolate and downhearted and blue?

A. That was the date I had in mind.

Q. How long had you had that loan on your property?

A. I had it on the property five years.

Q. I will ask you if it is not true—you made application for it yourself?

A. Yes, sir.

Q. What was the amount of installment due at the time you were sitting in there, worrying?

A. I don't recall, but there had been numbers of times before that I would have to borrow money to pay due installments.

Q. It wasn't as much as $2250.00, was it?

A. No, sir.

Q. Didn't you have the right to pay that in about thirty annual installments, to be applied to principal and interest, semi-annually?

A. Yes, sir.

Q. Do you remember how much each semi-annual installment was?

A. I do not.

Q. Was there any installment then in arrears?

A. Yes, sir.

Q. How many?

A. The one.

Q. Just the one? Something like one-thirtieth of the necessary amount to redeem that debt?

A. Yes, sir. But, you understand, Judge, a man who has nothing, one dollar is as much to him as is a much larger amount to a man who has more.

Q. It was less than $80.00, wasn't it—the installment that was due?

A. One dollar is more to a man who has nothing than it means to a man who has $999,000.00.

Q. Well, you still had this one cent per acre fund you could check on and borrow from, like you had been all the time. Why were you worrying if you could check on your one cent per acre fund and use it?

A. I resent your imputation that I used that one cent per acre fund improperly.

Q. Did you not say you checked it out for private purposes?

A. But you say I paid off a mortgage on—

Q. What is the difference between using it—

A. The insinuation implied in your question.

Q. Well, I ask you, what is the difference in your mind in paying the $80.00 debt to the Federal Farm Bank, and paying out $3000.00 for private individual use, what distinction do you make?

A. The $3000.00 was checked out.

Q. I ask you what distinction you make in checking out $80.00 to apply on one debt, and checking out more than $3000.00 for private and individual use, where does the insinuation come in?

A. The insinuation is implied in your question.

Q. Yes, sir, just state where the insinuation is?

A. There is no difference whether you pay it for one party or for another, and if you pay it back, there is nothing improper in it.

Judge Freeman (to counsel for respondent): You may conduct the redirect examination.

Redirect Examination.

(By Senator Price):

Q. Mr. Robison, it was brought out on cross-examination that you first bought a Ford car to be used in reappraising these lands, that you drove it for something like 17,000 miles and decided to get a larger car. Now, you

bought a Buick car, did you not, Mr. Robison?

A. Yes, sir, trading the Ford in on it.

Q. Then you used this Buick car to reappraise those lands, then, didn't you?

A. Yes, sir.

Q. That was a new car, when you bought the Buick—the Buick was, wasn't it?

A. It was.

Q. And you drove it the rest of the time that you reappraised lands, didn't you?

A. Yes, sir.

Q. Now, you stated this afternoon in response to Judge Freeman, that you were continuing to use that Buick car now after the reappraisement had ceased, didn't you?

A. Yes, sir.

Q. Now, Mr. Robison, when this reappraisement work was ended, I will ask you did you take any of your private funds and purchase that car?

A. I allowed $500.00 for it out of my private funds that I had put in that account.

Q. You mean after your work was finished and you had driven that car something like 50,000 miles?

A. Fifty-five.

Q. Fifty-five thousand miles? Then you appraised its value at $500.00, and paid that much of your private fund into this Special fund?

A. Yes, sir.

Q. So that since that time you had claimed the car as your own?

A. Yes, sir.

Q. And gave $500.00 for it?

A. Yes, sir.

Q. Now, then, in connection with this Federal Farm Loan,—you are acquainted, are you not, with the fact, Mr. Robison, that those deeds of trust uniformly provide that failure to pay any installment, or any annual or semi-annual interest, shall, at the election of the mortgagee, mature and make due and payable all the indebtedness?

A. Yes, sir. And they had several times threatened me with proceedings if I did not pay, when I was pressed financially.

Q. In other words, it meant if you didn't make an annual payment, or an installment, or an interest payment, that the bank could, if it wanted to, foreclose the whole amount on you?

A. Yes, sir.

Senator Price: Here is an unsigned question here sent up by some member. Was it sent to you, Mr. Smith?

Mr. Smith: A page gave it to me.

Senator Price: I wish they would sign their names to them.

Q. Some member wants to know if the State ever furnished a car for the stated use of the Land Office before the Act of 1925?

A. The State has never furnished to this day an automobile for the General Land Office.

Q. And this payment for this automobile, or these two automobiles, did not come out of the money appropriated by the State, did it?

A. It did not.

Q. But came out of the landowners' one cent per acre fund?

A. Yes, sir.

Q. Now, Mr. Robison, I believe you stated that you figured out that traveling in an automobile, that is, to purchase an automobile and use it, would cost that fund less money than traveling by railroad and paying your expenses out of the fund?

Mr. Allen: You went over that very fully. He has testified to that.

Mr. Price: Yes, but I wanted this brought out for the benefit of that member. That is all.

Recross Examination.

Mr. Freeman: I overlooked asking numerous questions asked by members.

(By Mr. Freeman):

Q. Mr. Robison, these are questions that I am reading to you upon the request of members. With the absence of any bookkeeping system on the one cent per acre fund, as shown by the evidence, how do you know that the amount you tendered back to the landowners was the correct amount?

A. I answered that by saying I knew how much I received, and I knew how much was left, and I knew the difference was used in legitimate and proper expenses for which it was provided to be expended.

Q. The next question is: Is your attitude toward the acceptance of gifts and gratuities by a State officer the same as expressed by you when you testified before the investigation committee, as shown by the transcript thereof as read in evidence in this hearing?

A. I have repeated a few moments ago, in response to your question, the same statement I made to the former investigating committee. My attitude is reflected in that answer, and I repeat it to you.

Q. I read to you the following, Mr.

Robison: We would like to know how many assistants he used in the field in making reappraisements and how much he paid each per day? I will read it again: We would like to know how many assistants he used in the field in making reappraisements and how much he paid each per day?

A. I had none employed regularly in the field, except most of the time one party to drive the car. There were occasions when the particular tracts of land were in out of the way places, and roads were dim, or no roads, and I would have to employ some one to go there and show me where to find the land. How much I would pay them of course today I don't know, but I paid them for their services.

Q. Isn't Fred Proctor in the law department of the Texas Company or Gulf Company? He is one of the gentlemen I recall that Mr. West seems to have made a gift to of land?

Mr. Moses: I didn't catch that question.

Q. Isn't Fred Proctor in the law department of the Texas Company or Gulf Company?

A. I don't know what company he is in. I know numbers of Proctors, but not one from the other.

Q. This is a series of questions that I think I can get before you better by substance than by reading them. You testified that you gave a check for $78.00 for insurance upon one of your cars. The questions are how many different kinds of automobile insurance were covered by that policy?

A. I can't be certain about the terms, but that was fire, accident, theft, and probably some other kinds of liability and so forth.

Q. Collision insurance?

A. Whatever insurance I could get to protect the car and myself.

Q. Was that an annual or semi-annual or different period covered by that check?

A. My recollection is an annual.

Q. Did you keep the car a year?

A. I kept the car from June, 1925, until about the first of April, 1926.

Q. Did you get a refund on that $78.00?

A. I got an adjustment with the same insurance company as to rates and so forth, according to my recollection, since you have mentioned it, though I hadn't thought of it before.

Q. Did you insure the Buick car after you acquired it in the same way?

A. I don't recall, but I rather think I did. I should have, if I didn't.

Q. This question reads as follows: Did you have deposited in any bank any of your personal funds under an account or deposit of special?

A. Only in the special account in the Texas Bank and Trust Company.

Q. So far as you know, Mr. Robison, have you stated all of your private funds that you deposited in the J. T. Robison Special account in the Texas Bank and Trust Company?

A. Those that I can very definitely, and those that I stated with some degree of doubt as to the amount.

Q. In other words, you have stated all the information you can now get in mind on that subject?

A. Yes, sir.

Q. Mr. Robison, the records show that you prepared and mailed out a number of letters that you had revalued their land, in which you asked them to refund you the unearned balance, amount of your check, of the one cent appraisement fund. Did you charge the expense of this to the appraisement fund?

A. I never wrote such a letter to any human being.

Q. I take it the question relates to the letter in evidence shown to have been the form letter you spoke of. You spoke of Mr. Tyler getting one. Now the question is did you have expense having that form letter prepared, the one you prepared as to the one cent per acre fund?

A. I have got clerks in the Land Office at odd times who wrote those letters when they were not taking dictation from others.

Q. Do you mean to say you didn't charge up the expense of that form letter to the one cent per acre fund?

A. Yes, sir. That was prepared after the determination had been arrived at as to how much should be refunded. There were perhaps a few dollars left in the account. I am not sure. I didn't figure perhaps to a cent.

Q. This question reads: Do you believe that your doctors' bills, nurses' bills and hospital bills were necessary expenses incident to and necessarily incurred in the reappraisement of those lands?

A. It is my opinion that the malady was brought on me by reason of the circumstances under which I was working. I believe the expenses for that illness are properly, legally and morally chargeable to that expense fund.

Q. In any event, you have charged it to the fund and, as said before the com-

mittee, you have no intention of repeating it?

A. That is true.

Q. The $74.00 check to the insurance company on the Ford car, was the policy payable to you or to the State?

A. Payable to me. I doubt if a policy payable to the State would be worth anything.

Q. First, Mr. Robison, Judge Cartledge was in your employment and assisted in legal and other matters relating to the reappraisement act, was he not?

A. He was there for the purpose only of passing on land titles. The necessity was that the law provided that the owner of the land at the date of forfeiture should have the right of reappraisement, regardless of who owned the land; that is to say, if one should voice a requested reappraisement the land was reappraised. When his application came in if the records didn't show him to be the owner he would be so advised and told to file his chain of title. That was Mr. Cartledge's duty, to pass on the chain of title, to determine if he were a qualified purchaser.

Q. Second, did you hear some witness on the stand the other day testify that Judge Cartledge was his attorney and attended to the reappraisement of his land?

A. I heard Senator Turney, of El Paso, say so, and I know Mr. Cartledge was his attorney and knew it before I employed Mr. Cartledge.

Q. Did Judge Cartledge have any lands reappraised? You have answered that. At what time, if you know, was Mr. Cartledge's land forfeited for nonpayment of interest?

A. I don't think Mr. Cartledge owned a tract of land that was forfeited. If he owned a tract of land in the State of Texas, I don't know it.

Mr. Freeman: This question is a repetition in different words of the one I have read. I think I have lost some of the others. That is all I have before me now. That is all.

Mr. Allen: That is all.

Mr. Price: May it please the court, the respondent rests at this time.

Mr. Allen: Now, may it please the court, Mr. Chairman and Gentlemen of the Committee, when we were placing the testimony in chief on the stand we omitted to introduce the private personal bank account of the respondent in the American National Bank. It was an oversight, and I have in my hand a photostatic copy of it which is admitted by counsel to be correct, and we now offer in evidence the photostatic copy of the respondent's personal account in the American National Bank.

Mr. Moses: What date is that?

Mr. Allen: It is in the Journal, but they say we haven't formally introduced it.

Mr. Chairman, it is now 5:00 o'clock. We had to work last night until 12:00 o'clock, when most of the members were asleep. Unless the committee particularly desires to begin this examination now, which will be lengthy, I think we had better take it up in the morning.

The Speaker: How long do you anticipate it will take?

Mr. Allen: We will go into all the details of the University transaction with Judge Batts.

The Speaker: Of course I am here to do whatever the committee desires; but with the crowded condition of the calendar I am sure the committee would like to work as long as possible.

Mr. Allen: We will be glad to go ahead under those circumstances.

R. L. Batts, a witness in behalf of the proponent, having been duly sworn by the Speaker of the House of Representatives, testified as follows:

(By Mr. Allen):

Q. Kindly state your name to the committee.

A. R. L. Batts.

Q. What is your business, Judge Batts?

A. I am a farmer, a stockman and a lawyer.

Q. How long have you been engaged in Texas in the practice of law, Judge Batts?

A. Forty-two years, less two years on the Federal bench.

Q. What official positions have you held in the state and nation, and when?

A. I have been a member of the Texas State Legislature.

Q. When was that?

A. In 1891.

Q. What other official positions, if any, have you held?

A. I was assistant to Attorney General Culberson, and I have been a member of the faculty of the University of Texas.

Q. In the law department?

A. In the law department. I was assistant to the Attorney General of the United States.

Q. Assistant to the Attorney General of the United States. When was that?

A. During the administration of Mr. Wilson.

Q. What other official positions, Judge Batts?

A. I was United States Circuit Judge for two years.

Q. On the court that sits at New Orleans and Fort Worth?

A. Fifth Circuit, yes, sir. And I am at present a member of the Board of Regents of the University of Texas.

Q. Now, Judge Batts, how long at this time and immediately preceding this time have you been a member of the Board of Regents of the University?

A. I was appointed two years ago.

Q. Have you served as a member of that Board since that time?

A. I have.

Q. You have stated at one time you were a member of the faculty of the Law Department of the University of Texas?

A. Yes, sir.

Q. In your earlier days were you connected in any way with the University?

A. I was one of the early students at the University.

Q. You are a graduate of the institution, I believe, Judge Batts?

A. Yes, sir; I am.

Q. What are your personal feelings toward that institution, your alma mater?

A. I have been greatly interested in the University since the institution of the University. I have taken an active part in everything that pertains to its good during the entire period of its existence, and have at all times been in close touch with the members of the faculty and the Board of Regents. I have done whatever I could for the benefit of the University and the young men and women of the State who desire an education.

Q. Judge Batts, during the period of time you have been a member of the Board of Regents it has been developed here that you have been attorney for some oil company?

A. I am in the general practice of the law at Austin, and I accept employment from any oil company or anybody else who has a case that commends itself to me, who is willing to pay a fee I demand.

Q. Are you attorney for the Gulf Company?

A. I am on a retainer for the Gulf Company.

Q. Are you employed on a retainer by any other company?

A. I am employed on a retainer by the Southwestern Bell Telephone Company.

Q. I mean any other oil company?

A. No other oil company.

Q. You have been employed in specific litigation, lawsuits, aside from your connection with the Gulf Company, I take it?

A. I have, in many of them.

Q. And representing some now?

A. I am representing some now.

Q. It is in evidence, Judge Blatts, and has developed here that in the fall of 1928 you talked with the Land Commissioner with regard to sales of mineral leases on University lands that he had advertised or was contemplating advertising for sale at that time. Is that true?

A. I talked with the Land Commissioner on, I think, three occasions.

Q. Now in your talks with him at that time with regard to the sale of mineral leases on the University lands were you prompted by any interest in the world in connection with your clients that you represented, oil companies that you mentioned?

A. I will state the facts with reference to the matter, and the inference can be drawn as the Legislature may please.

Q. Do that in your own way, Judge Batts, please?

A. Some time in the summer of 1928 there was an effort made by the State officials, members of the Board of Regents and oil companies to conserve the oil production in the State. This was primarily perhaps instituted by the Board of Regents, who were receiving for a much larger production than had theretofore been had of oil money very much less than had theretofore been received, on account of the overproduction in some of the fields, and the price had gone down to the point where it was regarded as uneconomical for the University to sell its oil if that could be avoided. The Board of Regents had an interview with the Governor, and subsequently Governor Moody and I talked with the Railroad Commission, and as a result of these talks the efforts at conservation which were thereafter made were instituted.

Some time in October, 1928, I went with a land surveyor to the office of Mr. Robison to talk with him with reference to some of the lands which were being surveyed, for the purpose of asking him to go upon the lands and ascertain if the marks which had been found were the proper boundary lines of the Uni-

versity survey. Mr. Robison declined to go, and based it upon a statement that he was preparing a list of University land to be put upon the market. I asked him what University lands he was going to place upon the market, and he stated that all the University lands were to be placed on the market.

I suggested to him the policy we had been undertaking to pursue to conserve the University oil, and suggested to him that in my judgment he was doing something which was contrary to the interests of the State and of the University and of the general good of the State.

That was all that took place at that time, but subsequently he called me up to his office upon a matter not connected with this, and while I was there I took the matter up with him again and tried to argue with him with reference to it. He stated that as he construed the law he had to put the land on the market. He showed me that he had put all of the University lands over a period from the second of January to the twenty-ninth or thirtieth or thirty-first of January. I suggested to him that I thought that the policy was wrong, and he said that probably it was, but the law was wrong. I suggested to him that the Legislature met on the eighth or ninth, or some early day in January.

Q. Eighth of January.

A. On the eighth of January. And if the policy was wrong the Legislature ought to have an opportunity of changing the policy before the lands were put upon the market. He acquiesced generally in the statement I had made with reference to it and indicated a willingness to change the dates to a later date in January.

There was some provision in the new with reference to thirty days, and he construed that as requiring all the lands to go on the market within a period of thirty days. I suggested to him that if the policy was wrong, and he had a right to change any part of it, that I saw no reason why he could not change all of it and give the Legislature an opportunity of determining whether this policy should be pursued. I argued with him quite at length upon the matter, and he told me that he was willing to make the change, except with reference to one tract.

Subsequently I had a phone message from Mr. Underwood Nazro, who is the head of the Gulf Production Company in Texas, that is, the Texas head of it, and he called my attention to the fact that the placing of the University lands upon the market would destroy the effect of the efforts that had been made up to this time to conserve the oil production in the State. He wanted to argue the matter over the phone with me, and I suggested a much better way would be for him to write what he had on the subject, and I would see to it that it would get to Mr. Robison. He wrote me a letter, and I took it to Mr. Robison; and while there I met Mr. Wolters, of The Texas Company, who was evidently there upon the same subject, and we talked about the matter again.

Mr. Robison continued to acquiesce in the proposition that the policy was wrong, that he could change the dates, but declined to change the date with reference to one tract of land. I am not absolutely sure as to the phraseology that he used, but my understanding was that it was 640 acres of land. I may have been misled by my own conception as to what constituted a tract of land under the sale and lease laws of the State, but at that time the impression I had on my mind was that he was to keep on the market on the second of January one section of land.

I am not absolutely certain about the sequence of these events, but I had an interview with Governor Moody—

Q. Before we reach that point, the result of this interview was that he would postpone the sale of all lands that had been advertised at later dates in January to dates subsequent to the meeting of the Legislature, so that they could determine the policy and take such action as they saw fit, except, as you understood, 640 acres?

A. That is a correct statement of the matter.

Q. Then you spoke about a subsequent interview you had in connection with Governor Moody. I will ask you to go ahead with that.

A. These matters, I am not certain about the sequence of them. I had no reason for assuming that any controversy or trouble would arise with reference to it, and I kept no memorandum, and I am merely giving the best judgment I have as to what was said and done as to the order in which those things were done.

Q. Go ahead.

A. I had a talk with Governor Moody and suggested to him the condition as I found it, and he told me that he would talk with Mr. Robison. And a day

or two afterwards, he called me and stated that Mr. Robison was present and wanted me to come up to his office. I told him I couldn't come, as was indeed the case, because I had clients in my office with a matter that could not be postponed, and therefore did not come. Subsequently I got another telephone call from him, and I came to his office, and found President Benedict, Governor Moody and the Attorney General present, and a conference was held at that time.

Q. President Benedict is President of the University of Texas?

A. Yes, sir.

Q. Go ahead.

A. During that interview Mr. Moody stated in the presence of Mr. Robison that Mr. Robison agreed to postpone all the sales of those lands, provided the Attorney General gave an opinion to the effect that it could be done. This was not questioned by Mr. Robison at all, and the discussion then followed as to whether or not it could be legally done. The Attorney General expressed the conviction that it could be done, and Mr. Robison said he didn't agree to that, and stated that he based his opinion upon an opinion of the Supreme Court, or one of the courts, and gave a memorandum of the case, and we sent for it and read it, and so far is I could see it had nothing to do with the matter under consideration.

The conference was concluded by a statement, as I understood it, to the effect that an opinion would be prepared by the Attorney General, who had already reached a conclusion upon the subject, and a statement upon the part of Mr. Robison that he would abide by the opinion to that effect.

Q. Go ahead.

A. The conference adjourned. And this was a few days before Christmas, I think. At all events, I left town on the twenty-sixth of December, as I have for each year for the last thirty years, and went hunting; and stayed in the woods until the second of January, and came back and found that suit had been instituted upon this matter.

This is all I know personally of this, except as stated in my presence by Mr. Robison before the committee of the Legislature.

Q. Now, Judge Batts, in any of these conferences, either with Mr. Robison alone, or in conference with Mr. Robison and other parties named, did you at any time tell him that he ought to stop those sales, law or no law?

A. I never made any such statement as that. When Mr. Robison told me he thought it was his duty to go ahead with this sale I told him I had nothing to say further; to a person who thought it was his duty I had nothing further to say about it. I have never advised anybody at any time to violate any law. In order that I may not be misunderstood about it, I will state that I have violated quite a number, on many occasions. I will state that I would again, under some circumstances, violate the law. I was raised up just after the Civil War, during the reconstruction period, and we did then what we thought was the right thing to do, whether it was lawful or unlawful, in order to correct conditions which there existed, and under some conditions I would violate the law again. I would not violate it under other conditions, and would not advise anybody at any time to violate the law.

Q. Judge Batts, in your conference with Mr. Robison, with the Governor and with the Attorney General and Dr. Benedict, were you acting as an individual at that time, or were you talking as a member of the Board of Regents of the University of Texas?

A. I stated the facts in reference to the matter. I talked first with Mr. Robison at a time when he knew I was there attending to University business. In every other conference I had with him, except one in which I handed him Mr. Nazro's letter, I was acting as a member of the Board of Regents and as a citizen of Texas, anxious to have her resources conserved and proper money received for that which was sold.

Q. Were your views as expressed to him on all occasions affected by anything except what you considered the best interests of the State of Texas and the best interests of the University, of which you were a member of the Board of Regents?

A. I had no other interest whatever in the matter.

Q. Your incidental connection with one oil company on a retainer, as you have mentioned, and in connection with certain lawsuits in connection with a few other oil companies, didn't enter into the matter in your mind, either directly or indirectly, or affect your judgment in any way?

A. Mr. Allen, I have heard it suggested here, through the papers, at least, and otherwise, that no man can serve two masters. So far as I am concerned, I have no master of any kind, and I served only what seemed to me the best

interests of the people of Texas when I asked the Commissioner of the Land Office to give the Legislature an opportunity of passing upon this matter.

Q. Just one purely personal question, Judge Batts, in conclusion: Do you believe there is any man in this State who has a deeper love for the University and a greater regard for its interests than you feel you have?

A. Mr. Allen, I was born in Texas, of a Confederate father and a mother who suffered during that entire period of the Confederate War. I was raised up under those conditions. I came to the University when it was first established. I could not have had an education if it had not been established. I have undertaken to express my gratitude through all the years that have passed by doing what I could for my State and for the University. I am ready now to make sacrifices to that end, even to the point of having people who are interested put out scurrilous, lying circulars with reference to myself.

Mr. Allen: Gentlemen, the witness is with you.

Cross-Examination.

(By Mr. Price):

Q. Judge Batts, you spoke there of scurrilous statements. You don't mean to imply there, do you, Judge Batts, that has been brought out here in this hearing?

A. Mr. Price, I will tell you what I mean. When I did this thing Mr. Robison knew very well why I was doing it, and when the matter came up before the Legislature here he put an article in the paper in which he accused me of having entered into a conspiracy for the purpose of robbing the State of Texas.

Subsequently, when this matter came up for investigation by the Legislature, there was scattered about in this body here a document signed by one John H. Biggers, who I understand is an irresponsible, half crazy person, which was libelous and which constituted a succession of lies, and I could not understand why he or anybody else should say such things with reference to me, unless it had some character of connection with this matter before the Legislature. Now I am not suggesting anything further than the facts.

Q. You do know, Judge Batts, that no statement from John Biggers has ever gone into this record in this case?

A. I don't know what has gone into the record. I have had my own business to attend to, and I have attended to it, until 11:00 o'clock today, when under process served on me by the Sergeant-at-Arms I came to the Legislature. If the statements that have been made in the papers are true, you have made statements to the effect that it was the big oil companies in Texas that were interested in this mater, and predicated it apparently upon my testimony before the legislative committee. Of course I know you must have predicated it upon that, because you have not, and cannot have, any evidence of a thing that does not exist.

Q. That is true, the predicate was laid, but no scurrilous accusations though were made against you personally nor against my friend Jake Wolters; but I did say, and I say now, and I ask you if it is not true, that Mr. Nazro, the head of the Gulf Company, and General Jake Wolters, of Houston, were not interested as oil men in keeping these lands off the market?

A. Every oil man in Texas was interested in this matter, and every citizen of Texas was interested in this land not being put upon the market—a million and a half acres at a time, when it was absolutely impossible that a proper price could be secured for it. Of course he was interested, as all other oil companies and all other citizens of Texas were interested.

Q. You were going on the assumption that something like a million and a half acres would be sold on January 2?

A. I was going on the assumption, based upon a statement by Mr. Robison that a million and a half acres would be on the market in January, 1929.

Q. Is it not true, Judge Batts, that when the matter was finally ironed out that the Commissioner postponed or attempted to postpone from January 2 all of the lands advertised except 53,000 acres?

A. I have heard it so stated. I don't know what the facts are with regard to the matter. I suppose that is in accordance with the facts.

Q. Now is it not further true that the next date of the sale advertised by him was on the sixteenth of the month, and gave the Legislature an opportunity of withdrawing it or changing the law as it saw fit, except the sale of the 53,000 acres?

A. Some of it was on the second, and some on the ninth, and some on the sixteenth, and some later.

Q. But it is true, and did you not know it is true, that the Land Commissioner did, at your request and the

request of others, postpone all lands save and except this 53,000 acres beyond the date of the opening of the Legislature?

A. I understand that to be the case. The only thing I couldn't understand was why he should insist upon any particular tract of land being put on market there, when he had the same right to postpone that that he had to postpone the other.

Q. Judge Batts, you do know this, that during all of those conversations Mr. Robison was relying on the Theisen case, and that he in good faith held it to be his mandatory duty to advertise these lands and sell them when he had a written or specific demand?

A. Mr. Robison made no such statement of written or specific demand, except to this extent: He said there was demand for the land. I asked him what was the character of the demand, and he said: "I have got many letters with reference to it." I finally asked him: "What letters have you got, and with reference to what lands?" Then he made the statement to me to the effect that he had a letter with reference to one tract of land, and he didn't state who it was by, or in whose behalf it was, but he said he had a specific demand for it. My own expression was that it was within his discretion to determine whether or not there was such a demand as was contemplated by the law.

Q. Now then, Judge Batts, with reference to this 53,000 acres, you stated that it was your opinion that those would not bring an adequate price. Are you familiar with the fact and did you know then that was wildcat territory and that no wells had been drilled there?

A. I didn't regard this as wildcat territory. The prices that were received indicated that somebody thought it was valuable oil land. I certainly thought so.

Q. But that is not an answer to my question.

A. What is the question?

Q. I want to ask you if you didn't know that there had been no drilling on this particular land at the time of those sales?

A. I don't know that there had been any drilling. I assume there was no drilling, otherwise it would not have been on the market at all, and would have been leased under former leases.

Q. Are you not further familiar with the fact, Judge Batts, that on these 169 tracts that were advertised for January 2, that in addition to the rentals and in addition to the one-eighth, bonuses were offered in the aggregate sum of over three million dollars, that is, as a bonus above the statutory minimum?

A. Mr. Price, I knew that your clients had some bona fide bids in there with some checks that were capable of being cashed. I also knew the $711,000.00 bid on one of the sections asked about, that the check was written by an individual who had that check and many other outstanding, and had fifty dollars in the bank.

Q. That was one isolated one. You know the Gulf Company bid?

A. I know that constituted the bulk of the three million dollars.

Q. You do know this, that your company, the Gulf Production Company, bid at this sale, don't you?

A. I know they did bid, or I saw it in the paper, and any bid they made of course was bona fide, and any check they gave would have been paid.

Q. You do know that The Texas Company, General Wolters' company, bid at this sale, do you not?

A. Yes, sir; in the same way.

Q. And the Humble Company of this State, they had checks up there, did they not?

A. I know that those oil companies and your clients, and other oil companies, would have liked to gobble up the whole thing at that time, yes.

Q. Including the Gulf Company?

A. Including the Gulf Company and every other company. Of course, they would have liked to have had it at the price at which they could have gotten it at that time.

Q. You do know companies of that kind when bidding acted in good faith, and didn't put up bogus checks?

A. I know the companies you have mentioned didn't put up bogus checks, and I know there were bogus checks put up.

Q. The Atlantic Oil Company, for instance, was a bidder, you know that?

A. No, I don't, but it is a reliable concern.

Q. As a matter of fact, is it not true that the majority of the reputable oil companies of this State were bidding right along together on those lands?

A. As I have stated before, I think all the companies of the State would be glad to have the old law continue and to have the land sold.

Q. And you further know this fact,

do you not, Judge Batts, that if you will add up the highest bidders, the highest bids, not including those bids that you spoke about, and I really think they didn't have the money—

A. You know they didn't have the money.

Q. I don't know, but I didn't believe it when I saw the bid. I am not counting that. But I ask you, don't you know now that there were at least ten oil companies, including your own, who did in response to the advertisement file their bids and file checks, with the money in the bank?

A. I know that.

Q. And don't you further know, Judge Batts, that that 169 tracts, or rather 84 tracts, that the Commissioner insisted on selling would not be over something like 1/30 or 1/40 of the University lands?

A. Well, whatever it figures out. You can figure it as well as I can.

Q. And that the Legislature had full opportunity to have met and done away with the entire proceeding, save and except those offered at competitive sale of 1/30 or 1/40 of those lands?

A. They undertook to take all of it out from under that law. It was a very foolish law, under which the person who bought it knew all about the property, and the man who sold it didn't know anything about it. Any such law as that is fundamentally wrong and foolish.

Q. As a matter of fact, Judge Batts, as an oil man, by knowing all about it you mean that they used geology and geologized the land, that is what they knew?

A. They knew all they could learn about it.

Q. Do you mean to say a man by employing a geologist can find out and know and have knowledge that there is oil under the ground?

A. I don't think anything connected with the oil business is absolutely certain, as far as that is concerned.

Q. Don't you know now, from your own knowledge and experience, both as an attorney and as a very experienced oil man, that neither you, nor the Governor, nor Mr. Robison, nor anybody in this State, knows whether there is a drop of oil in that 53,000 acres?

A. Well, they didn't know it. I don't know there is such a place as London, England, because I haven't been there; but they know as well as they can know anything within reason that there is oil up there in that land you have paid some hundreds of thousands of dollars to secure.

Q. The only reason they know is by report of geologists, and the only accurate and true geologist is the standard or rotary rig, drilling rig, isn't it?

A. No, I don't regard this matter of knowing something about oil structure and oil as being entirely outside of the domain of knowlelge. On the contrary, your clients would never have given any such price as they did if they had thought anything of that kind there.

Q. Judge Batts, I want you to know that not by innuendo or word has anything ever come from my mouth reflecting on either you or General Jake Wolters. I have understood, and have intimated and stated, and do know, that the oil companies were acting in an enlightened self-interest, as other people do, in this matter, and no wrongdoing has ever been insinuated against you by me.

A. I wanted to state to you that the oil companies have not acted in it at all.

Q. You have stated that Mr. Nazro, the gentleman who sent you the letter—

A. Mr. Nazro sent me a letter, and I walked up to the Land Office and handed it to Mr. Robison, and he got it.

Q. Mr. Nazro has no connection with the University?

A. He has no connection with the University.

Q. And my friend, General Jake Wolters, has no connection, has he?

A. No, sir.

Q. Judge Batts, you have represented Mr. Robison, haven't you?

A. Yes, sir.

Q. And had a long acquaintance with him?

A. Yes, sir.

Q. And you hace represented him in important matters as attorney, haven't you?

A. I have.

Q. And you have represented him in opposing the advice of the Attorney General, haven't you?

A. When the Attorney General is wrong, I just as soon oppose him as anybody else.

Q. In this matter you are not prepared to say you condemn J. T. Robison of acts of wrongdoing because of his opinion that it was his duty to go ahead?

A. It is a part of the business of the Legislature to pass on his conduct, and not mine. I have stated the facts.

Q. Judge Batts, in this connection,

I believe you have testified here before in the investigation committee, or before the investigation committee?

A. Yes, sir.

Q. You stated at that time you represented the Gulf Company, and that the Gulf Company didn't want these lands sold. Now at that time it is true that the Gulf Company owned quite a number of acres out in that country, didn't they?

A. Well, the Gulf Company owns leases in the Panhandle, Winkler county, and a great many other counties in Texas. I don't know where. I have no connection with the purchasing end, and never have seen any statement of the holdings, or any map, and I cannot tell you any more about that than is the knowledge of the general public.

Q. Judge Batts, I will ask you this, if in general if you know it is not true—I am speaking of the bona fide offers, such companies as the Gulf, Gibson and Johnson, Humble, Atlantic, oil companies of that kind—that they made here on January 2 the highest bids that were ever offered for University lands in this State?

A. There has never been any opportunity for offers on University lands prior to this.

Q. This was the first time they were offered for competitive sale?

A. Yes, sir. Formerly the law was a puerile and foolish thing, which gave away the property of the University.

Q. That was under the old permit law, which you say was very inefficient?

A. No, I didn't say inefficient. I said puerile and foolish.

Q. That is, they didn't realize much money for the University. But this law of 1925 did put it on a competitive basis, where no man could gobble unless he put up more cash than the other man, isn't that true?

A. The terms of the law are perfectly plain there. They are advertised upon competitive basis upon the matter of bonus. There is no competitive bid on the royalty, the State of Texas having a very foolish law here, when a different system had been instituted in Oklahoma, by the United States government, and by Louisiana, which showed how oil lands ought to be leased.

Q. Now, Judge Batts, it is true, is it not, that if these lands, the 53,000 acres, which was the only difference between you and the Governor and Mr. Robison, if it does turn out that that is dry land, and there is no oil on it, as a matter of fact, the University will lose that bonus of over a million dollars, won't it?

A. If it had been dry land, and you believed it was dry land, you wouldn't have made any such bid as you did.

Q. You mean to say there is any oil man who can definitely know that there is oil under land before it is drilled?

A. I say he must have had a fairly definite notion about the facts before he put up a few hundred thousand dollars.

Q. Judge Batts, don't you know that with the best geology you can get the chances are five or six to one that there is no oil?

A. No, I don't know anything of the kind. I know it is not a fact.

Q. I will ask you this then, have you not known of instances, and many instances, where the best geologists you can get to work for the Gulf Company have approved oil lands, and you drilled there, and it was dry as a powder house?

A. There have been cases where wildcat wells were drilled that were dry.

Q. And cases where the lands were approved by geologists?

A. That is doubtless the case.

Q. Now, Judge Batts, some member has sent up a question. I don't know what it is. We have a rule here of submitting questions. You speak now of this bidding statute as being, that it is not a good law. I will ask you if the Board of Regents or you opposed the passage of the Act of 1925?

A. Why, I had nothing to do with it. I didn't oppose it. I was not a member of the Board.

Q. Wasn't the first remonstrance or objection to that law raised along in November and December, 1928?

A. The first objection was when I found out what the law was.

Q. So the law was passed in 1925, and you say you were vitally interested in the University, and was one of the Regents, and yet you didn't know about this law until the latter part of 1928?

A. No, I didn't make that statement. I say I protested against it as soon as I found out what it was.

Q. What the law was?

A. What the law was.

Q. Judge Batts, did your company, the Gulf Production Company, have their geologists to go out and geologize this land?

A. I don't know.

Q. Some member wants to know,

Judge Batts, if you were not at one time general counsel of the Gulf Company at Pittsburgh?

A. I am very proud to say that I was.

Q. Another member wants to know the names of oil companies that you are representing or have suits for at this time, or at the time you were having these conferences?

A. I don't think I can state with regard to the particular time. I can give clients I have had within the last three or four years.

Q. Some member wanted to know that?

A. I have during that period represented the Gulf Company, the Snelling Oil Company, Yount-Lee Oil Company, the Mid-Kansas Oil and Gas Company, and Mr. Yates.

Q. I. G. Yates?

A. I. G. Yates; and a good many others, but I can't recall them at this time.

Q. Another member wants to know what money you anticipated that these lands would bring at the sale in January?

A. I had no anticipation with reference to it. I knew it would not bring enough, and that was all that interested me. I knew it would not bring what it ought to bring.

Q. You had no idea at competitive sale that such sums would be offered as were in fact offered?

A. I knew that the land out there was extremely valuable, and knew we ought to get enormous prices for it.

Q. Now, Judge Batts, this question: At the time you apprehended, you say, it was going to be gobbled up for a little or nothing, if you had known then, as you do now, that such companies as the Gulf Company and the Humble Company and Gibson and Johnson would bid and put up certified checks for such sums of money as they did put up for bonuses, wouldn't your attitude as to the sale of that 53,000 acres have been different?

A. My attitude with regard to the University at that time was exactly what it would have been regarding my own property. I would want to be able to say myself whether or not I would accept any bid that was given.

Q. I believe you stated you did not know of any opposition at all on the part of the Regents of the University, the President of the University or any member of the University, to this competitive statute of 1925 when it was enacted?

A. I have no knowledge of what their views were upon the subject.

Q. Another question from some member: What amount of money do you anticipate will be realized at any succeeding sale of this University land?

A. It would of course be impossible to determine how much is to be received from the University land, but I think there is an extremely valuable series of oil fields, and I will be greatly disappointed if the total receipts from University lands are not sufficient to take care of all the building of institutions in Texas of higher learning and education. I would say two hundred millions of dollars.

A. Another member says that some land was put on the market under this statute in 1925, and asks did you know about that at that time?

A. There was not, so far as I know, and I don't believe there was any put on under this act.

Q. You don't know that some land down in South Texas was advertised over here under this Act of 1925?

A. University lands?

Q. Not University lands, but some land in South Texas?

A. I don't know anything about the facts with reference to that.

Mr. Price: That is all.

Redirect Examination.

(By Mr. Allen):

Q. Judge Batts, you stated in answer to questions propounded by Senator Price that you regarded the land advertised for sale on January 2 as being of very great value as oil land and as in a proven field in a way?

A. I don't suppose it would be spoken of as in a proven field.

Q. Not wildcat.

A. Not wildcat property, but as territory reasonably certain to produce oil.

Q. You knew then, you said, and state now, that most any of the big oil companies would have been glad and anxious to gobble up those lands?

A. I have no doubt of that fact.

Q. Although you were attorney for the Gulf Company, instead of trying to represent your company or any other company to gobble up the land, you were trying to prevent the sale of that land?

A. This property belongs to all the people of Texas, and it ought not to be permitted to go to any oil company for less than it is worth.

Q. And feeling that way, although

you represented one of the big oil companies, you endeavored to prevent any sale of the lands being made so that your company or any other company could gobble up those lands?

A. My employment does not involve the idea that I shall give up my independence or my rights and my duties as a citizen.

Mr. Allen: Exactly. That is all.

The Speaker: Any further testimony for the proponents?

Mr. Allen: Mr. Chairman and Gentlemen of the Committee—The counsel for the House will rest the evidence on the investigation at this point.

The Speaker: Any further testimony for the respondent?

Mr. Price: The respondent closes the case.

Mr. Allen: Counsel for the House closes the case.

The Speaker: What is the pleasure of the committee?

Mr. Allen: Of course, I say that closes our case. I mean of course that closes the evidence, just as closing the evidence in court, for further proceedings.

The Speaker: You mean by that—

Mr. Allen: I presume the next thing in order will be the argument of the case as it now stands before this body.

Mr. Hornaday: Mr. Chairman.

The Speaker: The gentleman from Cameron.

Mr. Hornaday: Mr. Speaker, for the benefit of the House and this calendar, have the counsel for the two sides agreed on the number of hours' argument they would like to have?

Mr. Allen: We haven't yet.

Mr. Hornaday: May I ask that they do so as soon as they conveniently can.

Mr. Bond: Mr. Chairman.

The Speaker: The gentleman from Kaufman.

Mr. Bond: The Chair asked for suggestions. I merely wanted to offer the suggestion that the attorneys for both sides agree upon the time they want to argue and sum up the facts, and present it to the committee, and the attorneys and the committee agree upon as short a time as they possibly can in presenting the facts to the committee.

The Speaker: Can counsel for the proponents and the respondent reach some agreement as to the time?

Mr. Price: May it please the court, there are some matters of procedure here that will have to be ironed out, and if it is not asking too much the attorneys for the respondent would like to have a few moments to confer with reference to this matter, and it may be in that way considerable delay will be saved. We would like to confer for a short time.

The Speaker: If there is no objection on the part of the committee, it is all right with the Chair.

Judge Sinks: I want to express my thanks to counsel on both sides for their courteous treatment, and the House also, and I want you to know that when I retire back to old Desk No. 93, that I will do so with more pleasure than I have ever sat in it before.

Mr. Purl of Dallas: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Purl: I want to move that the Committee rise, report progress, and ask leave to recess until 10 o'clock.

(Cries of "No!")

The Speaker: Do you insist on your motion, Mr. Purl?

Mr. Purl: I just thought, Mr. Speaker, as they haven't agreed on the time for the argument of counsel, we could go back into the House and go ahead with some business until 10 o'clock in the morning. If there is any objection, I don't care.

The Speaker: The gentleman from Dallas moves that the Committee rise, report progress and ask leave to sit again at 10 o'clock tomorrow.

(Cries of "No!")

Mr. Purl: I insist on my motion.

(Vote was called for.)

The Speaker: The Committee will be in order, please, so the votes may be taken.

A Member: Wouldn't it be possible that we could hear the arguments tonight after supper?

The Speaker: There is a motion before the House. Have all voted? There being seventeen "yeas" and sixty-six "nays," the motion is lost.

(The vote on Mr. Purl's motion to recess until 10 o'clock the following morning was as follows):

Yeas—49.

Albritton.	Enderby.
Anderson.	Ewing.
Avis.	Eickenroht.
Bond.	Forbes.
Bounds.	Graves
Brice.	of Williamson.
Carpenter.	Hardy.
Coltrin.	Harrison.
Conway.	Heaton.
Cox of Limestone.	Hogg.
Davis.	Holder.

Keeton.
Kennedy.
Kincaid.
Loy.
Martin.
Mauritz.
McCombs.
McGill.
Negley.
O'Neill.
Palmer.
Purl.
Quinn.
Ray.
Savage.
Shaver.
Snelgrove.
Speck.
Stephens.
Thompson.
Van Zandt.
Veatch.
Waddell.
Walters.
Wiggs.
Williams of Sabine.
Woodall.
Woodruff.

Nays—67.

Ackerman.
Baker.
Barnett.
Bateman.
Beck.
Brooks.
Chastain.
Cox of Navarro.
Cox of Lamar.
DeWolfe.
Dunlap.
Finn.
Finlay.
Gates.
Gerron.
Gilbert.
Giles.
Graves of Erath.
Harman.
Harper.
Hefley.
Hopkins.
Hornaday.
Hubbard.
Johnson of Dimmit.
Johnson of Smith.
Johnson of Scurry.
Justiss.
Keller.
Kenyon.
King.
Lee.
Long of Houston.
Long of Wichita.
Mankin.
McKean.
Mehl.
Metcalfe.
Minor.
Moore.
Mullally.
Murphy.
Olsen.
Patterson.
Pavlica.
Pool.
Pope of Jones.
Pope of Nueces.
Reader.
Renfro.
Rountree.
Sanders.
Shelton.
Sherrill.
Shipman.
Simmons.
Stevenson.
Storey.
Tarwater.
Thurmond.
Tillotson.
Turner.
Warwick.
Webb.
White.
Williams of Travis.
Young.

Paired.

Petsch and Jenkins.

Absent.

Acker.
Adkins.
Baldwin.
Bradley.
Duvall.
Fuchs.
Harding.
Hines.
Jones.
Kayton.
Kinnear.
Kemble.
Land.
Lemens.
Marks.
Maynard.
McDonald.
Montgomery.
Morse.
Mosely.
Nicholson.
Prendergast.
Reid.
Richardson.
Rogers.
Sinks.
Smith.
Strong.
Wallace.
Westbrook.
Williams of Hardin.

Mr. Stevenson, of Kimble: Mr. Chairman.

The Speaker: The gentleman from Kimble.

Mr. Stevenson: Mr. Chairman, and Ladies and Gentlemen of the Committee—I think that every member of this House, after hearing the testimony, is ready to vote upon this proposition. I submit to you that no advantage could probably result from any argument that might be submitted. And without any discourtesy to any of the lawyers upon either side of the House—either for the proponents or for the respondent—I want to present this motion to you at this time. And the intention of this, of those who signed it with me, is that we shall submit it without argument and take a vote upon it at this time. (Reading resolution):

Mr. Chairman: We, the undersigned, hereby make the following motion: That the Committee of the Whole rise and report to the House that we have carefully considered the testimony presented in the matter of charges against the Commissioner of the General Land Office and that the evidence submitted does not show the commission of high crimes and misdemeanors by the Commissioner of the General Land Office and does not show any matter which would warrant the penalties of impeachment.

Therefore the Committee of the Whole recommends to the House that all proceedings against the Commissioner of the General Land Office be dismissed.

This motion is signed by McDonald, Chastain, Warwick, Pavlica, Richardson, Storey,—

Mr. Woodruff: Mr. Chairman, will the gentleman yield?

The Speaker: Will the gentleman yield to the gentleman from Wise?

Mr. Stevenson: Not until I finish reading my motion, Mr. Speaker.

The Speaker: The gentleman refuses to yield at this time.

Mr. Stevenson: This motion is signed by: J. E. McDonald, O. F. Chastain, Clyde W. Warwick, Pavlica, B. D. Richardson, Cecil Storey, R. M. Hubbard, Sam Gates, John F. Renfro, W. J. Simmons, R. B. Ewing, S. E. Bennett, Cox of Navarro, Kenyon, Moore,

Mankin, A. B. Tarwater, A. S. Johnson, A. J. McKean, Elwin Gerron, Stevenson, Brooks, Turner, White of Hutchinson, Metcalfe, Rountree, Bateman, Bowen Pope, Finlay, Lee, Hornaday, Reader, Olsen, Mehl, W. E. Pope, Roger H. Thurmond, Mullally, Webb, Harper, A. N. Justiss, Charles C. Hines, Homer C. DeWolfe, King, Giles, Young, Harman, Hefley, Sherrill, Hopkins, Coltrin, Graves of Erath, Dunlap, W. R. Johnson, Gilbert, Shelton, Pool, Bob Long.

Mr. Thompson of Harris: Mr. Speaker.

The Speaker: The gentleman from Harris.

Mr. Thompson: Will the gentleman from Kimble yield?

Mr. Stevenson: Mr. Chairman, I decline to yield.

Mr. Purl of Dallas: Second reading, Mr. Chairman.

The Speaker: Gentlemen, all be seated.

Mr. Purl: Second reading.

The Speaker: I will give you a second reading. The members will all kindly take their seats.

Mr. Woodruff: Mr. Chairman.

Mr. Stevenson: Mr. Chairman, I want to make one explanation, that is, which of the Johnsons were designated. They were A. S. Johnson and W. R. Johnson, and not A. P. Johnson.

The Speaker: Ladies and Gentlemen of the Committee—I am going to request all of you to sit in your seats, and let us have an orderly proceeding. There will be no disposition on the part of the Chair to hasten this matter in the least, all of you will have a chance to express your views, unless cut off by the action of this House. I am going to give you a second reading of this motion.

Mr. Purl: Upon the disposition of this very important matter, very vital matter, I move a call of the committee until this matter is disposed of.

The Speaker: Is the call seconded? The call is seconded. Now, wait, gentlemen, I will not recognize anyone for any inquiry until this vote is taken.

Mr. Purl: Vote "yea," Mr. Speaker.

The Speaker: As many as favor ordering a call of the Committee until this matter is disposed of will vote "yea." All opposed will vote "nay." I will ask all the gentlemen to take their seats. Until you do, we will not proceed any further.

Mr. Petsch of Gillespie: Mr. Speaker, the only objection that I have to voting and the thing that I wish to avoid is that we are not going to be rushed off our feet in this transaction.

The Speaker: You will not be. Have all voted? There being ninety-seven "yeas" and fourteen "nays," the call is ordered until this matter is disposed of.

Mr. Purl: I move that the Sergeant-at-Arms, and such committee clerks as may be necessary, be deputized to bring in all absent members.

Mr. Finlay of McCulloch: There is a quorum present.

The Speaker: The gentleman from Dallas moves that the Sergeant-at-Arms, and such committee clerks as may be necessary, be deputized to bring in all absent members. As many as favor the motion of the gentleman from Dallas will vote "yea," opposed "nay." The "yeas" have it. Mr. Sergeant-at-Arms, you will bring in the members who are in the city. And the members present will please register. Have all registered, have all present registered on the board? All members please be seated.

Mr. Purl: Second reading, Mr. Chairman.

The Speaker: Second reading of the motion is called for. The Clerk will read the motion.

Mr. Woodruff: Point of order.

The Speaker: State your point of order.

Mr. Woodruff: I make the point of order that this motion was made and signed up yesterday before the conclusion of the testimony in this investigation, and in view of the language of that motion itself, it is out of order, coming at this stage of the procedure.

The Speaker: The Chair has no way of knowing that, it requires proof on that, Mr. Woodruff, and for that reason the point of order is respectfully overruled.

Mr. Purl: Point of inquiry, Mr. Speaker.

The Speaker: What is the inquiry?

Mr. Purl: I want to ask the Chair whether or not—

A Member: The gentleman is not in his seat.

The Speaker: Mr. Purl, retire to your seat, please—I will wait until you go back. Gentlemen, we can be so much more orderly if everyone of you will remain in your seats.

Mr. Purl (after retiring to his seat): Mr. Chairman, I want to find out from the Speaker whether this resolution covers more than one subject, and if it does, I want to debate on it. One part of the resolution calls for Mr.

Robison being exonerated, the other part calls for his being reprimanded. I want to put a request, Mr. Speaker, and in connection debate on it at the present time.

The Speaker: The Clerk will read the motion.

(The Clerk thereupon read the motion as previously set out.)

Mr. Anderson of Bexar: Mr. Speaker.

The Speaker: Now, Mr. Purl, what was your request for a division?

Mr. Purl: I want to find out if it covers more than two subjects, and if it does cover two subjects, whether or not we can get a division on it.

The Speaker: Mr. Purl, this matter of whether or not it is divisible is a question for the membership.

Mr. Anderson of Bexar: Mr. Speaker, point of order. The only way he can get it is to send up a substitute.

The Speaker: If you think there is more than one proposition in the motion, why should you make the request, stating the divisions that you desire.

Mr. DeWolfe of Mills: I would like to make this observation: There is nothing in that motion, as I understand it, that cuts off any discussion, Mr. Speaker, it simply says they are willing to submit it without argument.

Mr. Van Zandt of Grayson: Mr. Speaker, the motion, as I understand it, calls for submission of the vote without debate.

The Speaker: Mr. Van Zandt, the motion does not call for submission without debate. The Clerk will read the motion and let it speak for itself.

(The Clerk thereupon again read the motion.)

Mr. Purl: I am sending up a substitute, Mr. Chairman.

The Speaker: The gentleman from Dallas sends up the following substitute:

(The Clerk read the amendment sent up by Mr. Purl, as follows):

Amend pending resolution as follows: Provided that action shall not be taken by a vote on pending resolution until the attorneys both for the proponent and respondent shall have opportunity to sum up the evidence given in before this committee and argue the facts presented.

Mr. Woodruff: Mr. Chairman.

The Speaker: The gentleman from Wise.

Mr. Woodruff: Ladies and Gentlemen of the House—This House of Representatives is in one of the most peculiar predicaments into which it has ever been thrown within my knowledge or within the knowledge of any of you. You are thrown into the proposition of facing here the question of debating a motion that was written and signed before the subject matter to which it went or intends to go could possibly have been known to any man in the House. I submit to you that if you do that, you do an injustice to this man Robison, when you adopt the motion that has been made here, if you want to give him a square deal. And I have been standing on the floor of this House pleading for that man all these days, from the time this proceeding began. (Laughter in the House.) I have asked you from the very beginning to give the man a chance, a fair chance, to have all the facts brought out and aired to high heaven, and that the facts be carefully and closely studied by the membership of the House and by the people of Texas. And I submit to you here and now that not one man, in voting on that motion, not one man nor one woman in the sound of my voice knows what is in the record, and you cannot know it unless you have studied it, and you won't know it until you have had an interpretation of it by those who know what is in the record. And who does know? Lloyd Price knows what is in that record. Dayton Moses knows what is in that record. Judge Smith knows what is in the record. Robert Allen, of Dallas, knows what is in there, C. T. Freeman, of Sherman, knows what is in there; but not another man in the House does know. And yet you are signing a solemn motion here, and asking the Legislature of Texas, you are asking the people of Texas themselves, to pass upon a proposition that is entirely false on the face of it. You have said in the motion that was written thirty-six hours before this period—thirty-six hours ago this motion was drafted—and you could not possibly have known at the writing thereof what the record showed or what it would show.

Mr. Purl: Will the gentleman yield?

The Speaker: Will the gentleman from Wise yield to the gentleman from Dallas?

Mr. Woodruff: Yes.

Mr. Purl: Mr. Woodruff, is it agreeable, if we can do so with the proponents of the resolution, to make an agreement that the attorneys for both sides

shall make arguments, the time limit to be decided by the Speaker, that no member of the House will speak, but the Committee will hear counsel on both sides and then take a vote?

Mr. Woodruff: That is exactly what I am about to ask you for. (Cries of "no.") I am asking, Ladies and Gentlemen of the House—

Mr. Purl: Will the gentleman yield?

The Speaker: Will the gentleman from Wise yield to the gentleman from Dallas?

Mr. Woodruff: Yes, sir.

Mr. Purl: Will you send up a resolution to that effect?

Mr. Woodruff: Let me finish my statement, I am right in the middle of it, and then I will do that. I might say to you this much—

Mr. Kincaid of Foard: Will the gentleman yield?

The Speaker: Does the gentleman from Wise yield to the gentleman from Foard?

Mr. Woodruff: Yes, sir.

Mr. Kincaid: That resolution, as sent down and adopted by the House, called for high crimes and misdemeanors.

Mr. Woodruff: Yes, sir.

Mr. Kincaid: There are a good many lawyers in this House who know what that means. There are lots of them that don't really know what those terms mean, and unless they are explained, how are we going to vote intelligently on it?

Mr. Woodruff: I am glad you raised that question. I attempted to explain to the membership of the House in the original statement I made on the floor concerning this matter that the terms "high crimes and misdemeanors," as contemplated in the Constitution of this State, and of every other State, and as construed by the text book writers the world over, throughout the English-speaking world, are to the effect that a misdemeanor or high crime, as contemplated in the impeachment of a person, was not necessarily an indictable offense; and I am here to tell you once more that it doesn't mean that this man has been guilty of crime under the Penal Code of Texas, when you say that he has been guilty of high crimes and misdemeanors, that doesn't mean he has been guilty of such crimes and misdemeanors unless you say he has been guilty of high crimes and misdemeanors. I can illustrate that best this way: Suppose your Governor tomorrow morning, as he has the power to do under the Constitution established for Texas, should swing wide the gates of your prison farms and release from prison, release every prisoner in the penitentiary on the citizenship of Texas, is there any man here who wouldn't say that wasn't high crimes and misdemeanors, is there any man who wouldn't say that that was official misconduct on the part of the Governor?

Mr. Pope of Jones: Point of inquiry.

The Speaker: State your inquiry.

Mr. Pope: I would like to know whether this House is going to vote to hear the arguments by members of this House and counsel employed by this House?

The Speaker: That is a matter entirely within the province of the House. The gentleman from Wise.

Mr. Woodruff: Now, Ladies and Gentlemen of the Committee—I don't want to take up your time, but I want to call your attention to the fact that you are in a peculiar situation here. You are called upon to determine whether this man be guilty of misconduct or not, on a recommendation made to the House thirty-six hours before you had heard the case, and before any man here knew what was in the record. And I am asking you here now to vote down this motion this afternoon, and adopt some sort of program of procedure that would entitle us to hear the interpretation of what is in the record by those who are best fitted and qualified to speak upon that subject, and only until that is done can you possibly know what is in the record. I say to you that it is most unusual procedure, when a man testifies here on the stand— I want you to get this, now—he testified here on the stand yesterday that he paid $74.00 out of this fund to buy the things he thought necessary at one time for the equipment of a Ford automobile. Do you think that is right? I say to you that there are $32,000.00 gone out of a fund that was not the property of the respondent in this case.

Mr. Webb of Ector: Will the gentleman yield?

The Speaker: Does the gentleman from Wise yield to the gentleman from Ector?

Mr. Woodruff: I decline to yield right now. $32,000.00 are gone, it has never been explained up to this time. If the counsel here who know what is in the record can explain it, we ought to hear them. I have followed it very closely and read much of it, but I don't know what the explanation has been,

and you don't know. $32,000.00, that was not the money of the Land Commissioner, has been dissipated in some manner unexplained at this time. If his attorneys can interpret the testimony that is in the record and satisfy me that no portion of that money—not his money, it may be the State's money, it may be someone else's, there is a legal question involved in that, but there is one proposition about which there is no question, and that is it was not the property of the Land Commissioner and he spent it and is not able to account for it—was improperly use, I want to hear them; and unless his counsel can put his finger on that spot in the record where it is explained—and I want him to have the fullest opportunity to do it, I want him to go as far as it is humanly possible to explain it—that is a serious matter to be considered by this Committee.

Now, Ladies and Gentlemen of the House, if you won't interrupt me, I will close with this remark: Here is a situation about which we know pitifully little, to which we should give the most solemn consideration and reach the most solemn judgment that we can arrive at, and we should have the fullest interpretation in the determination of the evidence on the proposition, and I say to you now that if you adopt the motion that has been made here, you will not have given the gentleman from the Land Office the opportunity to which he is entitled—and that is, to go as far as it is humanly possible in explaining the situation into which he is unfortunately thrown tonight, and you will deny him by the adoption of that motion that right that I think he ought to be compelled to exercise—he not only has that duty, but he ought to be required to exercise it, to the end that the future Commissioners who read the records written here shall know the truth and all the truth in so far as it is possible to know it. And I submit that you cannot get it and you cannot intelligently cast your vote on this proposition, you cannot vote intelligently until you have had a resume, until you have had an interpretation of all the facts as brought out in the evidence, by the Land Commissioner's counsel.

Mr. Pope of Jones: Mr. Speaker, will the gentleman yield?

The Speaker: Does the gentleman from Wise yield to the gentleman from Jones?

Mr. Woodruff: Now, Mr. Speaker, I move that the motion be tabled.

The Speaker: The gentleman from Wise moves to table the motion. The question is now on the motion to table.

Mr. Purl: Will the gentleman from Wise yield for a minute?

The Speaker: Will the gentleman from Wise yield to the gentleman from Dallas?

Mr. Woodruff: I am yielding the floor, Mr. Speaker.

The Speaker: The gentleman is yielding the floor.

(Cries of "Vote!" "Vote!")

The Speaker: As many as favor the motion to table the motion to dismiss will vote "yea," and those opposed will vote "nay." Have you all voted? I will call the committee out. The gentleman from Tom Green sends up the following announcement:

I wish to pair with C. B. Maynard in the matter of the investigation of the Commissioner of the General Land Office, J. T. Robison, who votes "yea" on the impeachment, as I vote "nay" against the impeachment.

Signed—J. W. Kinnear, C. B. Maynard.

The Chair knows no precedent on it, but the same rules of the House govern the rules of the committee, and it is admissible.

Mr. Woodruff: Mr. Chairman, I rise to a point of order on the pair, for the reason that Mr. Kinnear, the gentleman from Jefferson, did not sign it.

The Speaker: His name is signed to it; that is all I know. Have all voted?

Mr. Petsch: Mr. Chairman.

The Speaker: The gentleman from Gillespie.

Mr. Petsch: Judge Jenkins is away from here and sick. He would vote in opposition to table, and I vote in favor of it.

The Speaker: The gentleman sends up a pair.

(The pair sent up by Mr. Petsch is as follows):

Mr. Jenkins (absent on account of sickness), who would vote "nay" on any charges which may be presented against the Land Commissioner, is paired with Mr. Petsch (present), who would vote "yea." It is understood that this is a general pair on all questions involving the proposed impeachment of Mr. Robison, and on motions to table and other parliamentary procedure, wherever Mr. Petsch would vote "nay" Mr. Jenkins would vote "yea," and vice versa, the intent of the pair being that

on any question which tends to vote impeachment charges against the Land Commissioner, Mr. Jenkins is to be recorded as voting "nay."

Signed—C. H. Jenkins, Rep. 125th District; Petsch, Rep. 85th.

The Speaker: Any opposition to the pairs? Now, have all voted? There being 47 "yeas" and 67 "nays," the motion to table is lost.

(The motion was lost by the following vote):

Yeas—47.

Albritton.
Anderson.
Avis.
Bond.
Bounds.
Brice.
Carpenter.
Coltrin.
Conway.
Cox of Limestone.
Davis.
Enderby.
Ewing.
Eickenroht.
Forbes.
Graves of Williamson.
Hardy.
Harrison.
Heaton.
Hogg.
Holder.
Keeton.
Kennedy.
Kincaid.
Loy.
Martin.
Mauritz.
McCombs.
McGill.
Negley.
O'Neill.
Palmer
Purl.
Quinn.
Ray.
Savage.
Shaver.
Snelgrove.
Speck.
Stephens.
Thompson.
Van Zandt.
Veatch.
Waddell.
Walters.
Wiggs.
Williams of Sabine.
Woodall.
Woodruff.

Nays—67.

Ackerman.
Baker.
Barnett.
Bateman.
Beck.
Brooks.
Chastain.
Cox of Navarro.
Cox of Lamar.
DeWolfe.
Dunlap.
Finn.
Finlay.
Gates.
Gerron.
Gilbert.
Giles.
Graves of Erath.
Harman.
Harper.
Hefley.
Hopkins.
Hornaday.
Hubbard.
Johnson of Dimmit.
Johnson of Smith.
Johnson of Scurry.
Justiss.
Keller.
Kenyon.
King.
Lee.
Long of Houston.
Long of Wichita.
Mankin.
McKean.
Mehl.
Metcalfe.
Minor.
Moore.
Mullally.
Murphy.
Olsen.
Patterson.
Pavlica.
Pool.
Pope of Jones.
Pope of Nueces.
Reader.
Renfro.
Rountree.
Sanders.
Shelton.
Sherrill.
Shipman.
Simmons.
Stevenson.
Storey.
Tarwater.
Thurmond.
Tillotson.
Turner.
Warwick.
Webb.
White.
Williams of Travis.
Young.

Absent.

Acker.
Baldwin.
Bradley.
Duvall.
Fuchs.
Harding.
Hines.
Jenkins.
Jones.
Kayton.
Kinnear.
Land.
Lemens.
Marks.
McDonald.
Montgomery.
Morse.
Prendergast.
Reid.
Smith.
Strong.
Westbrook.
Williams of Hardin.

The Speaker: The gentleman from Dallas sends up the following amendment:

(The Clerk read the amendment as follows):

Amend pending resolution as follows: Provided that action shall not be taken by vote on pending resolution until the attorneys both for the proponents and respondent shall have opportunity to sum up the evidence given in before this committee and argue the facts presented; the time to be consumed to be decided by the Chairman of the Committee of the Whole.

Signed—Purl.

(Cries of "No!")

A Member: I call for a second reading, Mr. Speaker.

The Speaker: A second reading is called for. The Clerk will read the amendment the second time.

(The Clerk again read the amendment.)

Mr. Purl: Mr. Chairman.

The Speaker: The gentleman from Dallas.

Mr. Purl: Mr. Chairman and Ladies and Gentlemen of the Committee.

Mr. Kenyon of Galveston: Point of order, Mr. Speaker.

The Speaker: On the point of order, I think the amendment is germane. It is up to the House entirely.

Mr. Purl: Mr. Chairman, Gentlemen and Ladies of the Committee: You have heard the resolution—

The Speaker: The gentleman from Galveston has made a point of order.

Mr. Kenyon: My point, Mr. Chairman, is this: The original motion—

Mr. Forbes of Parker: I suggest that the gentleman from Galveston has been absent so long that somebody introduce him to the House. (Laughter.)

Mr. Kenyon: Now, Mr. Chairman, Mr. Petsch knows me pretty well without any introduction, having met me many times before this. Now, Mr. Chairman, my point in this is this: There is a certain motion filed, moving this committee to hold that there has not been sufficient evidence put before the committee to sustain the charges made against the Land Commissioner, and moving this committee to dismiss these charges. The amendment, or whatever you may call it, introduced by the gentleman from Dallas, in no way touches upon whether or not these charges shall be dismissed in any way, whether or not there is sufficient evidence, but attempts to promulgate a system of procedure to do away with acting on the motion at this time. My point is that it is in no way germane to the intention of the motion, wording of the motion, or the sense of the motion.

The Speaker: Now, the Chair is of the opinion that this committee can do just as it pleases. If it wishes to hear counsel, it may do so; and while I think the amendment may not be as close as many other amendments possibly could be, still I think that it is in order at this time. The Chair will respectfully overrule the point of order. The gentleman from Dallas.

Mr. Purl: Mr. Chairman and Ladies and Gentlemen of the Committee—It is now 6:35, and I am just going to detain you for a few minutes. I can see by the vote that was sent up here, I can see here by the evidence of this resolution, that apparently certain members of the House exercised their privilege, and it is not up to me to criticize them, and I am not going to criticize them. They signed up the resolution. Now, considering the facts of this vital and important case, I do submit that if you folks are smart enough and wise enough to have already made up your minds, then certainly you should be willing to stand on the side lines long enough for some other members of the House to make up their minds. I believe I represent some of the people in this House who would like to hear the evidence summed up, if for no other reason than to enable them to go back home and tell their constituents what the facts are, how the procedure was carried on down here and what they were doing. Now, this is an unusual procedure. We have employed counsel, Mr. Robison has procured counsel—Mr. Moses and Mr. Price and Mr. Smith, so able and competent to represent him, and I submit that, as much as I like to talk, yet I believe the members of this House would be willing and anxious to hear counsel's arguments. You people seem to have made up your minds, why not let us hear the facts as presented by counsel on both sides?

Mr. Metcalfe of Tom Green: Does the gentleman yield?

The Speaker: Will the gentleman from Dallas yield to the gentleman from Tom Green?

Mr. Purl: Yes, sir.

Mr. Metcalfe: Mr. Purl, if they have already made up their minds how they are going to vote, why take the time for argument?

Mr. Purl: I will answer that question, unless it might mean my friend, Mr. Metcalfe, might be afraid that if he heard the arguments of counsel for proponents and for the respondent he would change his mind. But I do submit that those members of this House who have signed the resolution—and it is their privilege to sign it, I am not criticising them, I knew it was to be done, it was told me in confidence—should be willing that those members who have not made up their minds may have the opportunity of hearing the arguments presented by the respective counsel. Now, I say here to those members who have signed the resolution, since you have voted, why do you object to having the facts brought out here, and close the proceedings in an orderly manner, and let us be able to go back home and tell our constituents what the facts are, and let the record show that Mr. Robison was investigated by this House and, after all the facts were told, there was nothing to it, and this House let him go along his way and said he had done no wrong. The argument of counsel is just a matter that completes the record and, certainly, those who have not signed the resolution are entitled to the benefit of the arguments by able counsel on both sides. Now, I don't undertake in the amendment to this resolution to say how long they shall talk, but I have confidence in the Chairman of this Committee; he is not going to use any dilatory tactics, he is just as anxious to go out of this and go on to other matters as any member of this

House; I have confidence enough in our Chairman to say that I know that he is not going to let counsel for both sides take up any too much time, and I for one am willing to close my mouth and seal my mouth, provided the Chairman can prorate the time for counsel on both sides. And I think that is fair. If you have given the vote, if you have already decided what is going to happen, what harm could there be to hear the evidence discussed and hear a couple of arguments on it and complete the record? And then you can go back home and tell the people that this proceeding was completed in an orderly manner, and can tell them what the facts are. I want to tell you—those who signed the resolution—in my humble judgment you are doing Mr. Robison more injustice than anybody has done by introducing the resolution, because he has come here and told the facts as he knows them. Now, all you have got to do is to go on through with it, and you should do it in justice to Mr. Robison. The papers will say tomorrow this thing was brought to an abrupt end, without going through with it in due form, and it is going to hurt—it is going to hurt Mr. Robison, hurt the ones that signed the resolution, and hurt the ones who sit in here. I submit it is fair, it is right, that the people at home have got the right to know that these proceedings that you are spending your money for—that you have spent $4000.00 for, have been carried through to a logical end. What harm can come from it, if you have got the votes and if you are not afraid somebody might change your votes by marshalling the facts in front of you?

Judge Bond of Kaufman: Mr. Speaker, will the gentleman yield?

The Speaker: Will the gentleman from Dallas yield to the gentleman from Kaufman?

Mr. Purl: Yes, sir, I yield.

Judge Bond: Mr. Purl, don't you know it to be a fact that this resolution was circulated yesterday for signatures before the evidence in this case had been concluded and introduced here upon the trial yesterday and today?

Mr. Purl: I will let you testify to that, Mr. Bond.

Judge Bond: Don't you know it to be a fact?

Mr. Anderson of Bexar: Mr. Chairman and Gentlemen—As to the argument put up by Mr. Purl, and as to whether the members of this House want to hear any argument of the lawyers—I am not in a position to state, but I understand this House is composed of about sixty lawyers in here. He has admitted that all arguments will be in vain, and he votes to table this motion. I have been asked to sign this motion, but it didn't occur to me at that time that we should sign any motion before the evidence had been finally introduced. I want to move the previous question on the pending motion and amendment.

The Speaker: The gentleman from Bexar moves the previous question on the pending motion and amendment. Is the previous question seconded?

A Member: I second the motion.

The Speaker: All those in favor of the motion on the previous question will vote "yea" and those opposed will vote "nay." Have you all voted? There being 71 "yeas" and 46 "nays," the previous question is ordered.

(The motion on the previous question prevailed by the following vote):

Yeas—72.

Anderson.	McKean.
Avis.	Mehl.
Barnett.	Metcalfe.
Bateman.	Minor.
Beck.	Moore.
Bounds.	Mullally.
Bradley.	Olsen.
Brooks.	Patterson.
Chastain.	Pavlica.
Coltrin.	Pool.
Conway.	Pope of Jones.
Cox of Lamar.	Pope of Nueces.
DeWolfe.	Quinn.
Ewing.	Reader.
Eickenroht.	Rogers.
Finlay.	Rountree.
Gates.	Shaver.
Gerron.	Shelton.
Gilbert.	Sherrill.
Giles.	Shipman.
Graves of Erath.	Simmons.
Hardy.	Sinks.
Harman.	Speck.
Harper.	Stevenson.
Hefley.	Storey.
Hopkins.	Tarwater.
Hornaday.	Thurmond.
Hubbard.	Tillotson.
Johnson of Dimmit.	Turner.
	Veatch.
Johnson of Smith.	Warwick.
Johnson of Scurry.	Webb.
Justiss.	White.
Keller.	Williams of Sabine.
Kenyon.	
Lee.	Williams of Travis.
Long of Wichita.	
Mankin.	

Nays—48.

Ackerman.	Albritton.

Baker.	McCombs.
Bond.	McGill.
Brice.	Mosely.
Carpenter.	Murphy.
Cox of Navarro.	Negley.
Cox of Limestone.	O'Neill.
Davis.	Palmer.
Enderby.	Petsch.
Finn.	Purl.
Forbes.	Ray.
Graves of Williamson.	Renfro.
Harrison.	Sanders.
Heaton.	Savage.
Hogg.	Snelgrove.
Holder.	Stephens.
Keeton.	Thompson.
Kennedy.	Van Zandt.
Kincaid.	Waddell.
Long of Houston.	Walters.
Loy.	Wiggs.
Martin.	Woodall.
Mauritz.	Woodruff.
Maynard.	Young.

Absent.

Acker.	Lemens.
Adkins.	Marks.
Baldwin.	McDonald.
Dunlap.	Montgomery.
Duvall.	Morse.
Fuchs.	Nicholson.
Harding.	Prendergast.
Hines.	Reid.
Jenkins.	Richardson.
Jones.	Smith.
Kayton.	Strong.
Kemble.	Wallace.
King.	Westbrook.
Kinnear.	Williams of Hardin.
Land.	

The Speaker: The question now is on the amendment offered by the gentleman from Dallas. I will state right now that, under the previous question, the author of the amendment may be heard and the author of the motion may be heard. Do you care to be heard, Mr. Purl?

Mr. Purl: Yes.

The Speaker: The gentleman from Dallas.

Mr. Purl: Mr. Chairman, can I yield my time to anyone?

The Speaker: With the consent of the House.

Mr. Purl: I will designate.

The Speaker: The gentleman from Dallas desires to yield part of his time to—

Mr. Purl: A member of the House.

The Speaker: A member of the House. Is there any objection?

A Member: I object.

The Speaker: There is objection.

Mr. Wiggs of Lamar: Will the gentleman yield?

The Speaker: Will the gentleman from Dallas yield to the gentleman from Lamar?

Mr. Purl: I yield.

Mr. Wiggs: Mr. Purl, you are aware of the fact that many of us in the House are not lawyers and don't know the law in the case. And do you think it would be fair to us who are not lawyers to close this case without hearing the arguments in the case?

Mr. Purl: Mr. Chairman, Ladies and Gentlemen of the Committee—In view of the motion to table having been made, I want to say I would not have inflicted myself on you again if the motion to table this little resolution of mine had not been made, on the previous question, I wouldn't have inflicted myself upon this assembly because I realize and I am frank to say that I am speaking in vain—I realize that no matter what I say it will not mean a thing. But at the same time I am not speaking especially to those who have their ears closed, but I am speaking here tonight because I feel it is my duty to the people that sent me down here to do what I could to see that the procedure goes on in this House in the right way, and to live up to my convictions and my conscience. Now, then, they have won over my side on the motion. That means that those who want to hear argument on both sides of this case, their lips will be sealed, as under the rules of this House only those who have signed this resolution to acquit Mr. Robison can talk. I am now speaking on this resolution, because in the body of the motion only those who signed the resolution will have the privilege of discussing the proposition of whether or not the Land Commissioner will go his way, acquitted; and those who might, perhaps, think that we should go into it further, their lips are sealed, they are to sit dumb in their seats, by vote of the majority of the House, and we have to bow to it. But I do call upon the members, if there are any, who have not made up their minds on my amendment—I cannot ask about the majority of them, I am speaking now to those who are not attorneys, as the gentleman over here says—to those who do not know, and who do not pretend to know, the law, and I am speaking of the lawyers, who do not have the law on the subject and would be glad to have it presented to them. Now, those

members in the House who are not attorneys, and those lawyers who are in the House that confess they are not familiar with the law, I certainly hope, and I believe, there are enough of you here to rise above this resolution that is now before the House. You have committed yourselves, and it is up to you and your conscience whether you can violate it. I am not asking you to take your name off the resolution, I am not asking you to change your vote when the time comes, but I am asking you whether or not you want to go home to your people and tell them you spent $4000.00 in investigating the circumstances in connection with a public official, and then you spent—I don't know what amount—in printing the testimony in the Journal in order that you might read it and know all about it, and you hired counsel to come down here to assist you in getting at the facts. Now, the resolution is before you, it is passed up, you have ordered the previous question on it, and there is but one thing left for this House to do, and everybody knows what is going to happen. But the question is whether or not you want to make the Legislature ridiculous in the minds of the people of Texas. You cast your eyes behind your back and vote up there (indicating the board) when you know that your people want both sides represented. I was very much impressed with counsel's statement that he wanted the witnesses to come down here, and he wanted you to look them in the eye, and he stated the great State of Texas could spend all the time that was necessary to find out whether or not a public official had been done a grievous crime or wrong by the filing of charges against him; he said that the State could take all the time necessary, and he said the great State of Texas—his great State, and my great State—could spend as much money as was necessary to determine the facts in the matter. Now, then, we have provided facts here, somebody has brought them here, the House has heard them, and I think both sides have been ably represented. Now, what could be the harm, what harm could you do by doing the thing I told you? I believe there would be no harm in hearing the argument of counsel; I believe the members would like to hear them; I think they ought to have them heard before they signed the petition. This resolution says that the counsel for both sides shall agree on the time, subject to the Chairman of the Committee of the Whole. I believe that your Chairman, Mr. Barron, would be like a just judge and would give each side a reasonable length of time, and hold them to it. And that is all I ask you to do, and I sincerely hope the House will, before they adopt the resolution, give counsel for both sides an opportunity to discuss the testimony and the facts in this case from their viewpoints, for the benefit of those in the Committee whose minds are not already made up.

(Cries of "no.")

Mr. Kincaid of Foard: Will the gentleman yield?

The Speaker: Does the gentleman from Dallas yield to the gentleman from Foard?

Mr. Purl: I yield.

Mr. Kincaid: All of us, George, who do not believe that the office has been conducted just as it should have been conducted, but still are not sure that this misconduct constitutes high crimes and misdemeanors, shall we sit here and not vote at all?

Mr. Purl: My friend from Tom Green, I want to know if you didn't send up a resolution here before this procedure started that Mr. Robison be reprimanded and nothing happened to it? Now, I will ask you if you didn't do that. Now, I want to know if the House won't let us hear these arguments, and I hope you will have arguments on this and conclude the record and make the record complete.

Judge Bond of Kaufman: Mr. Speaker, will the gentleman yield?

Mr. Purl: I yield.

The Speaker: The gentleman from Dallas yields to the gentleman from Kaufman.

Judge Bond: Mr. Moses and Senator Price and Mr. Smith are among the ablest and most reputable attorneys in the State of Texas. Do you believe that they would ratify and approve of this effort to shut down debate upon this question now before this House if it were left to them?

Mr. Purl: I don't believe what they believe. But I do believe that at this time it will be to the great credit of the House to go through according to custom.

Mr. Thompson of Harris: A question of personal privilege, Mr. Speaker.

The Speaker: The gentleman from Harris rises on a question of personal privilege.

Mr. Thompson: Mr. Chairman and Members of the Committee: I think the proceedings are unusual indeed, when the members of this committee are go-

ing to vote their expressions they are not to be permitted to use their discretion, but they are going to be coerced by what I call a mob, I say to the members of this committee that if I were being tried I would want to be exonerated, but I wouldn't want any mob to clear me. I would not. I would not be true to my principles nor to my feelings if I did not express myself and defend the good people of this State. I don't say that this Commissioner is guilty. I have never taken any part in the discussion of this matter. This petition was never presented to me, and I think that is the greatest compliment to my character that has been since I have been in this House. I feel sorry for some of the young members of this House, because I believe they knew what they were doing when they signed this petition. The older members, I care nothing about them, because a great many of them are in the same position as I—they probably have lived their time and have done all the good they could for the State. What I want to do about this rsolution, I am not speaking to the resolution, but I do say this, that if you want to be fair, if you want to be square, then you are going to vote for the Purl amendment; and you will not be fair and you will not be square with your conscience if you don't do it. That is my opinion.

Mr. Woodall: Mr. Chairman.

The Speaker: The gentleman from Harrison.

Mr. Woodall: Mr. Chairman and Ladies and Gentlemen of the Committee, this is the most important matter this body has had before it, certainly in the three terms in which I have served as a member of it. It is a matter which certainly should call for the most honest and deliberative consideration of every member of this body.

A Member: Point of order, Mr. Chairman. Is the gentleman speaking to personal privilege?

Mr. Woodall: So far as I am concerned, I would be the last one to transgress the rules of this House by not speaking to personal privilege. I hope you will bear with me in my feeble attempt to show you why this matter is personal privilege, if you please.

From the beginning of this investigation, God before me as my witness, I have tried to maintain an attitude of entire fairness, both to the respondent in this case and to those who might seek to have him impeached upon charges of high crimes and misdemeanors. I know that, as a member of this body, it is incumbent upon me as a member to take my stand in this matter one way or another. Mr. Robison, you are either innocent of the charges that have been brought against you and you should be exonerated, or you are guilty.

Ladies and gentlemen of this House, until we as members can fairly and conscientiously look the facts in the face and know what we are doing, how are we to know we are to reach a proper and a just verdict?

I say to you I am not one of those who would crucify this old man, who has given the best years of his life over yonder in the Land Office, upon a cross of hate. Neither am I one who would forget my constitutional oath of office in trying to arrive at a fair and honest and deliberative conclusion according to the evidence as it has been set before us.

But I say to you that it has been impossible for me, as these proceedings have been carried on, to go to the very heart of the situation and determine for myself whether those charges should be worthy of consideration and should be voted, or whether he should be given a complete exoneration.

And as for myself, now I am coming to the point of personal privilege, I have a duty I owe to my State, and that you owe to your State, to vote intelligently upon this matter, and if by the action of this House that is denied me, I shall be forced to cast a white light on this proposition.

Mr. Albritton: Mr. Chairman.

The Speaker: The gentleman from DeWitt.

Mr. Albritton: Mr. Chairman and Ladies and Gentlemen of the Committee—Never before in my life have I risen in any place to a point of personal privilege. I would rather, if there was one man connected with this business, go out on the front of this yard and settle the matter than to come before this House on a point of personal privilege.

But I am in this attitude. I am here as a member of this House to do my duty on every question that comes before us. Under the resolution that was passed by the House for investigation I am bound, when I cast my vote at the conclusion, to vote yea or nay. And I say to you, Mr. Chairman and gentlemen, I don't think the old gentleman has committed a crime that justified impeachment; neither do I believe that he is guiltless. I think he has been careless and has done many things that

he ought not to have done, but not to the extent that he should be impeached.

Mr. Forbes: Mr. Chairman.

The Speaker: The gentleman from Parker on personal privilege.

Mr. Forbes: Mr. Speaker and members of the House, now I take this opportunity to say that I at least have made a good juror. I came right down here and placed my chair where I could listen attentively. And I want to hear the attorneys argue the case.

Many of those who signed the resolution have paid no attention to what was going on. They didn't seem to want to hear the evidence, and I don't think they want to hear it now. I want to say that I wanted to hear it then, and I want to hear it now. Why are the able attorneys representing the parties here, if we are not to be permitted to hear what they have to say? As it stands now I would be forced to perform what I consider a painful duty. Perhaps if I could hear my friend Moses I could see it in a different light. If you do not let me hear the argument of these able counsel you are depriving me of my rights as an American citizen and denying me the value of hearing counsel on this proposition.

I say you ought not to deprive me of that right. I want to hear the evidence discussed, and hear it analyzed by those who are in a better position to do it, and I may be able to perform a duty that would not be painful. Let's hear the able counsel on both sides, and we will be in a better position to vote on this matter. Let's have a full, free and open hearing on this question. I appeal to you, as an American citizen, that I have a right to hear them, and if you refuse me of that right you have deprived me of one of the most sacred rights of an American citizen.

Mr. Kenyon: Has there been any recent change in the meaning of personal privilege in this House?

The Speaker: The Chair cannot determine whether it is personal privilege until he hears it.

Mr. McGill: Mr. Chairman.

The Speaker: The gentleman from El Paso.

Mr. McGill: Mr. Chairman and members of the Committee, I am going to speak on personal privilege. I have sat over there and have tried to listen to the evidence from all parties, just as well as I could. I have gotten letters, as probably some of you have gotten letters from your citizens, telling you to do one thing or another, and have thrown them in the waste basket and told them it was improper to write such letters.

I just want to say this, that I have heard jurors say that they don't pay any attention to the lawyers, but that they wait until the evidence is in and then decide the matter; but I want to tell you that I have heard lawyers say that sometimes an argument is worth two or three witnesses.

I want to be fair. I have tried to cast aside in this proceeding my friendship for Mr. Robison, and I have tried to cast aside all political influences and all requests from my citizens, and to decide these questions according to the law and the evidence. I may have my mind made up right now. I am not going to be like Mr. Woodall. I am going to tell you if I am forced to vote I am going to vote my convictions the best I can. I want to say that if you do not give us an opportunity to hear arguments that you are doing the gravest injustice to Mr. Robison that could possibly be done. That is all there is to it.

I appeal to the sound fairness and integrity of this House that you allow us to hear argument. I don't want the right to argue myself. I don't want any member of this House to have the right to argue. All I want is for these attorneys whom we have employed, and the attorneys for the respondent, to sum up the evidence in this case, and then the people of Texas will be satisfied, and I will be satisfied. But if you don't do that you will force me to go back to my desk, and I won't push a white button, because I don't do that kind of a thing.

I tell you it is not fair to me, and it is not fair to any member of this House or this committee. Let's go on through with this thing and hear the arguments of counsel, and then let every member cast an intelligent vote as his conscience dictates.

Mr. Graves of Williamson: Mr. Speaker.

The Speaker: The gentleman from Williamson.

Mr. Graves of Williamson: Mr. Speaker and ladies and gentlemen of the Committee, I rise to a point of personal privilege, and I think it is a point I am personally interested in. By every rule of orderly conduct we are entitled to hear the arguments of counsel, as was provided for in the beginning, and let counsel tell you, or endeavor to

explain as nearly as they can, the facts on both sides, and let me have a chance to write a fair and impartial judgment, according to the lights that God has given me.

It is not fair to sit here with our hands shackled and our brains shackled and vote upon something without a full, fair and free discussion of the facts. It is unfair to the Land Commissioner of Texas, it is unfair to him to put the gag rule on us. It is unfair to us, and I say it is a matter of personal privilege to me, and I ought to be able to hear the testimony discussed before I vote yea or nay.

Mr. Hogg: Mr. Speaker.

The Speaker: The gentleman from Harris.

Mr. Hogg: Mr. Speaker and ladies and gentlemen of the House, I just want to make this statement. I want to raise my voice in protest to a proceeding of this kind. I don't want to do it. I just feel compelled to do it. I believe it is a mater of personal privilege that I should come up here and tell you that we should certainly hear the evidence in this case, as brought out here, discussed by the attorneys on both sides, before we permit the steam roller to smash us to hell. That is what I think.

The Speaker: The question is on the adoption of the amendment to the motion.

Mr. Stevenson: Mr. Speaker.

The Speaker: The gentleman from Kimble.

Mr. Stevenson: Mr. Speaker and ladies and gentlemen of the House: Now here is exactly the point, ladies and gentlemen. All of these members who signed this motion considered the matter seriously before they did it. I want to call your attention to the fact that the testimony of the proponents on these charges was closed several days ago, and every member of this House has heard or had opportunity to read that testimony, and have had several days in which to make up their minds upon the testimony for the proponents of the charges.

Now I submit to you, ladies and gentlemen, that it is not unfair and it is not taking snap judgment of anybody to go ahead and vote to recommend back to the House dismissal of those charges.

If the converse were true, if we were taking snap judgment against Mr. Robison, then the argument might be justly made that we ought to wait until we heard all of his testimony.

It is the judgment of these people that the testimony of the proponents fails to make out a case that warrants the penalty of impeachment, and therefore there is no use delaying this in order that a dozen members may make speeches or in order that these attorneys on either side may make speeches.

I am advised that the attorneys for the proponents are willing and ready, and I am advised that the attorneys for Mr. Robison are ready and willing, and if it is the desire of this House they will discuss these matters. But I submit to you that the attorneys for Mr. Robison are willing to abide the judgment of the House; and if you, after hearing this testimony, are now ready the vote, there is not anything unfair about it. There is not anything that would deprive any member of making up his mind on the queston of the guilt or innocence of this Commissioner, as to this point, that it is not sufficient to warrant the penalty of impeachment.

Mr. Petsch: Parliamentary inquiry. It has never been disclosed who is the real author of the resolution. I want to ask Mr. Stevenson whether or not he wrote the resolution?

Mr. Stevenson: Mr. Chairman, I presented the resolution. That ought to be sufficient.

Mr. Purl: We are now about to recommend something to the House.

The Speaker: We are voting on your amendment now.

Mr. Petsch: I would like to know if there is a man in the House who is willing to admit the authorship of this resolution.

Mr. Stevenson: If it makes any difference, I will admit it.

The Speaker: As many as favor the amendment say "Aye." Vote "Aye" and vote "Nay." There being 74 "Yeas" and 50 "Nays," the amendment is adopted.

The amendment was adopted by the following vote:

Yeas—74.

Ackerman.	Cox of Navarro.
Adkins.	Cox of Lamar.
Albritton.	Cox of Limestone.
Anderson.	Davis.
Avis.	Enderby.
Baker.	Ewing.
Beck.	Eickenroht.
Bond.	Finn.
Bounds.	Forbes.
Brice.	Graves
Brooks.	of Williamson.
Carpenter.	Hardy.
Coltrin.	Harrison.
Conway.	Heaton.

Hogg.
Holder.
Johnson of Dimmit.
Johnson of Smith.
Johnson of Scurry.
Keeton.
Kemble.
Kennedy.
Kincaid.
Long of Houston.
Loy.
Martin.
Mauritz.
Maynard.
McCombs.
McGill.
Minor.
Mosely.
Murphy.
Negley.
O'Neill.
Palmer.
Patterson.
Petsch.
Pope of Jones.
Purl.
Quinn.
Ray.
Rogers.
Sanders.
Savage.
Shaver.
Sinks.
Snelgrove.
Speck.
Stephens.
Thompson.
Tillotson.
Van Zandt.
Veatch.
Waddell.
Wallace.
Walters.
Wiggs.
Williams of Sabine.
Woodall.
Woodruff.

Nays—50.

Barnett.
Bateman.
Chastain.
DeWolfe.
Finlay.
Gates.
Gerron.
Gilbert.
Giles.
Graves of Erath.
Harman.
Harper.
Hefley.
Hopkins.
Hornaday.
Hubbard.
Justiss.
Kenyon.
King.
Lee.
Long of Wichita.
Mankin.
McKean.
Mehl.
Metcalfe.
Moore.
Mullally.
Nicholson.
Olsen.
Pavlica.
Pool.
Pope of Nueces.
Reader.
Renfro.
Richardson.
Rountree.
Shelton.
Sherrill.
Shipman.
Simmons.
Stevenson.
Storey.
Tarwater.
Thurmond.
Turner.
Warwick.
Webb.
White.
Williams of Travis.
Young.

Absent.

Acker.
Baldwin.
Bradley.
Dunlap.
Duvall.
Harding.
Hines.
Kayton.
Keller.
Kinnear.
Land.
Lemens.
McDonald.
Montgomery.
Smith.

Absent—Excused.

Fuchs.
Jenkins.
Jones.
Marks.
Morse.
Prendergast.
Reid.
Strong.
Westbrook.
Williams of Hardin.

The Speaker: The Committee will please be in order. The amendment was adopted. First, there was an original motion presented by Mr. Stevenson, and then there was an amendment offered by Mr. Purl. That amendment was adopted.

Mr. Keller: Mr. Speaker, I desire to raise the point of order that this motion as amended should be ruled out of order, for this reason, that it does not express common sense. Mr. Speaker, in order to amend the resolution the parts must be consistent one with another, and the point of order should be sustained.

The Speaker: The Clerk will read the original motion and the amendment.

(The Reading Clerk thereupon read the original motion and the amendment offered by Mr. Purl.)

Mr. Keller: Now, Mr. Speaker, I insist that parts that are inconsistent cannot be embodied in the same resolution. We have already made a mistake, and the Speaker could sustain the point of order and let us get started again and get this thing settled.

The Speaker: Mr. Purl sent up this amendment and, of course, the Chair considered the fact that it seemed somewhat inconsistent to the original motion, but I wanted the House to pass on it, whether or not it desired to hear argument of counsel. After much discussion on personal privilege and otherwise, the Committee has adopted the amendment after the previous question has been ordered on both.

Now, you talk about common sense, here is the way the Chair looks at it: It may be possible I should have sustained the point of order made by the gentleman from Galveston, but I wanted the Committee to pass on whether it wanted to hear counsel. The way the Chair sees it is this: that the previous question is on the amendment and on the original motion, but that the vote cannot be taken on the original motion until after counsel has argued it, until after it has been argued by counsel. The adoption of the amendment made that necessary.

Mr. Pope of Nueces: Hasn't the action of the House in adopting the Purl amendment precluded any vote on the subject? All we can do is hear argu-

ment. You adopted the Purl amendment.

The Speaker: The only effect of the Purl amendment is that there will be argument of counsel before the vote on the original motion. The previous question was ordered on the motion, and the House under the previous question adopted the amendment. The time to vote on the original motion is after counsel has argued, since the amendment was adopted.

Mr. Keller: Mr. Speaker, may I be heard on a point of order?

The Speaker: You certainly may.

Mr. Keller: Mr. Speaker, the Speaker well knows that when a resolution or bill has been amended it is the duty of the Speaker to put the main question to the House.

The Speaker: The House adopted that amendment, and the amendment itself gives counsel the right to argue.

Mr. Kemble: Parliamentary inquiry. I think the Chair should construe that the Purl amendment was a substitute for the original motion, and then the substitute would be the only thing before the House. As a matter of fact, isn't that a substitute for the entire resolution, as a matter of fact?

The Speaker: The Chair doesn't see it that way. The Chair sees it as an amendment to the motion.

Mr. Pope of Nueces: I wanted to ask the Chair this question: If the Chair recognizes the gentleman from Kimble as the proponent of this motion, then under the rules of this House the only debate that can be had at this stage of the game is by the proponent to close the argument, and we claim that right.

The Speaker: I will state that the Chair stated when he overruled the point of order of the gentleman from Galveston that this was more a matter of procedure than anything else. When this House adopted that amendment, it established that procedure.

Mr. Pope of Nueces: It takes two-thirds to change the rules of this House.

Mr. Tillotson: Mr. Speaker.

The Speaker: The gentleman from Austin.

Mr. Tillotson: Mr. Chairman and Gentlemen of the House—There is no doubt but that the Chair was correct in admitting the amendment from the gentleman from Dallas as a proper subject matter for consideration by this body. It now becomes a part of the motion originally submitted, but, becoming a part of that motion, the previous question attaches to everything, and the House finds itself in this predicament: that the only thing that is in order now is to proceed to hear counsel, under the amended resolution, and that is the only business that can be presented to this body, and I submit that inquiry to the Chair.

The Speaker: Of course, that is the opinion of the Chair and has been ever since the amendment was offered, and this House adopted it, and that is the reason I had to respectfully overrule the point of order.

Ladies and gentlemen of the Committee, I wish you would kindly observe order. The Speaker has overruled the point of order.

Mr. Keller: I want to withdraw the point of order.

The Speaker: What the Chair is seeking to do in this is to do what the House desires to have done.

Mr. Pope of Nueces: Mr. Speaker, in view of the fact that the gentleman from Dallas, Mr. Keller, has withdrawn his point of order, and in view of the further fact that we have a rule in this House that cannot be amended except by a two-thirds vote, and no motion has been made to that effect, in order that the matter might proceed now and we get through with it, I am going to ask unanimous consent that the motion and the substitute be withdrawn and let us proceed orderly, because certainly you have now, under the rules of this House, a condition that under the strict interpretation of the rule, that nobody except the proponents of this motion have a right to be heard; and you have a further condition that under the rules of this House, if any other vote is necessary, it has got to be taken now. We submit, if it is agreeable, we would like to ask unanimous consent that the whole procedure be withdrawn; that time be divided equally between these attorneys, and then, if we desire to make a few pious remarks, we may do so afterwards.

Mr. Petsch: Mr. Speaker, I think that entirely unnecessary. I believe the ruling of the Speaker is absolutely correct. I believe the ruling of the Chair has absolutely clarified the situation. The House has taken this action, and we will hear nothing else upon this proposition except the argument of the attorneys.

Isn't it a fact that if these arguments are given in this matter, the attorneys for the respondent will have a right to close? Isn't it a further fact that your desire to have the motion withdrawn is, perhaps, to make a situation so that they may have the closing of the argu-

ment, and that that is the only reason he desires to withdraw the motion?

Mr. Pope of Nueces: Mr. Speaker and Members of the House—Let's not get excited. Nobody is going to take any advantage of anyone. I think under the procedure the attorneys for the prosecution would have the right to open and close. Now, don't get alarmed at what Mr. Petsch said. If I had been on the other side, he would have been on my side. Whichever way I am, he ain't. So don't get excited about that.

Now, some of us, together with Mr. Purl, have gotten this thing in this kind of a condition. Let's be plain, common sense folks, and get out of it. That is all. Now, I have got an agreement with Mr. Purl that he withdraw his amendment, and we will withdraw our motion; and then, when we get through, you lawyers go ahead and have your argument, the prosecution open and close, and these fellows for the respondent will sandwich in as they see fit. Then there will be a question of some kind of a motion to report back to the House. Now, if that is agreeable—

Mr. Tillotson: Parliamentary inquiry.

The Speaker: State your inquiry.

Mr. Tillotson: Can this amendment be withdrawn after the previous question has been ordered?

The Speaker: Not without unanimous consent.

Mr. Tillotson: The first motion to untangle this situation is a motion to reconsider the previous question.

Mr. Kemble: I don't think there will be any objection.

Mr. Van Zandt: Parliamentary inquiry.

The Speaker: State your inquiry.

Mr. Van Zandt: Suppose Mr. Purl withdraws his amendment to the motion by unanimous consent, and then suppose they ask unanimous consent to withdraw the motion and somebody will object?

Mr. Purl: Now, Mr. Chairman and gentlemen and ladies of the House, I don't agree with Mr. Van Zandt. Ladies and gentlemen of the House, we are in a jam. There is no question about that. I want to be fair. I want to give eighteen ounces to the pound. After Mr. Stevenson and Mr. Pope have agreed that we have whipped them plenty on this proposition, everything is all right. I believe the men and ladies of this House are men and ladies of their word. I just don't believe the gentlemen and ladies of this House will go back on their word.

The Speaker: Mr. Purl, the gentleman from Dallas, has the floor. The Chair has been in the House several times when questions of this kind had the attention of the members. I realize that when pandemonium reigns we don't make any progress. I want to state that I am not going to recognize anyone when pandemonium is reigning.

Mr. Keller of Dallas: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Keller of Dallas: I make the point of order which I withdrew, that this motion has parts that are inconsistent with one another, and that point of order should be sustained, and we will go ahead.

The Speaker: Mr. Keller renews the point of order that the amendment is inconsistent with the original motion.

Mr. Tillotson: In all my experience, I never heard a point of order like that raised by the gentleman from Dallas. It is absolutely without point. It states nothing upon which the Chair could rule and is wholly inconsistent within itself.

Mr. Pope of Nueces: Now, Mr. Speaker, that brings us back to the proposition, if we can get the permission from this House not to urge our motion until the attorneys have had an opportunity to speak, that ought to settle this thing, and I think that would satisfy Mr. Petsch's objection.

Mr. Anderson of Bexar: I want to know, Mr. Chairman, if it is not a fact that the Purl amendment was incorporated in the original motion?

The Speaker: Yes, sir, it was incorporated. The Chair has repeatedly said that the amendment itself gives the right to counsel to speak, after which the vote will be taken. The Chair respectfully overrules the point of order.

Mr. Purl: Mr. Chairman.

The Speaker: The gentleman from Dallas.

Mr. Purl of Dallas: Mr. Chairman and gentlemen and ladies of the Committee, hear me just a minute, please. I am vain enough to believe this will be acceptable to everybody. Now I want to make this proposition, that if we can make a double-barreled request, both at the same time, that the amendment and the original resolution be withdrawn at the same time, and that counsel at both sides would speak at a time to be decided by the Speaker, and no members on either side would speak. I believe Mr. Woodruff would agree. and I don't believe Mr. Van Zandt would care to speak.

Mr. Snelgrove: I am not a lawyer, but it seems to me that if both are withdrawn the whole thing is over. That looks like common sense to me.

Mr. Tillotson: Don't you know that you can't get common consent to withdraw either of those propositions?

Mr. Purl: I believe every man and woman in this House who voted for my amendment would be willing for that amendment to be withdrawn, with a doubled-barreled proposition at the same time that the original motion is withdrawn, and the understanding that counsel for both sides have requested that, and no one else to speak.

Mr. Petsch: You and Mr. Pope had a conference. In the event you withdraw your motion, your amendment, then will Mr. Pope and his crowd of steam rollers agree that we have discussion by the attorneys and no further discussion?

Mr. Purl: It is understood by Mr. Pope and myself that it would be considered a double-barreled request, and both withdrawn at the same time.

Mr. Tillotson: If we move the previous question or reconsider the previous question the resolution as amended will be before the committee. We can then recess until such hour as the House may approve, and it will be before the committee to be considered on its merits, without continuing this added debate.

Mr. Purl: I believe the House would like to hear counsel for both sides talk, and not more of the members.

Mr. Tillotson: Mr. Chairman, I move that the vote by which the previous question was ordered on the original amendment be now reconsidered.

Mr. Van Zandt: Mr. Chairman, I want everybody to hear this. I am going to ask unanimous consent that both the resolution and the amendment be withdrawn, and that the previous question remain around the argument of counsel, and that the House stand at ease until 9:30 tomorrow.

The Speaker: Don't ask unanimous consent.

Mr. Tillotson: This unanimous consent will have to go to the House. Can the House grant unanimous consent to the committee?

The Speaker: That is correct.

Mr. Van Zandt: I understand the Committee of the Whole can stand at ease from time to time.

Mr. Purl: Is that understood, that there be no more argument except by counsel?

The Speaker: Now ladies and gentlemen, I have given you a long time to mill around. I am going to call on the attorneys to begin the argument of this case.

Now the gentleman from Austin has made a motion, and I am going to put the motion. I am going to recognize the gentleman from Austin for his motion to reconsider the vote by which the previous question was ordered. As many as favor that motion will say "yea." Opposed "nay." Vote "yea" and "nay." There being 106 "yeas" and 9 "nays," the motion to reconsider the vote prevails.

Mr. Tillotson: Mr. Chairman.

The Speaker. The gentleman from Austin.

Mr. Tillotson: I move that the committee do now rise and report progress, and ask leave to sit again at 9 o'clock tomorrow morning.

Mr. Van Zandt: We are under call of the House.

The Speaker: As many as favor ordering the previous question say "yea." Opposed "nay." The "nays" have it and we are out from under the previous question.

Mr. Tillotson: Now I move that the committee rise and report progress and ask leave to meet at 9 o'clock tomorrow morning.

Mr. Purl: Before he can make that motion he has got to ask unanimous consent that the call of the House be called off. I ask unanimous consent that the call of the House be called off.

The Speaker: The gentleman from Dallas asks unanimous consent that the call of the House be called off. Is there objection? The Chair hears none, and the call of the House is called off.

Mr. Tillotson: I move that the committee rise and report progress and ask leave to sit again tomorrow morning at 10 o'clock.

The question was thereupon taken, and the motion prevailed.

THURSDAY, JUNE 27, 1929.

MORNING SESSION.

The Committee of the Whole met pursuant to recess at 10:30 a. m., June 27, 1929, whereupon the following proceedings were had:

The Speaker: The Committee will please be in order. The gentleman from Erath moves a call of the Committee until this investigation is disposed of—until 12:00 o'clock. The call is not seconded.

The Speaker: Now, ladies and gentlemen of the Committee, when we adjourned yesterday evening, there had been an agreement reached that the motion to dismiss the charges against the Land Commissioner, that action on that be deferred until the counsel on both sides have made their argument. Is there any objection to this?

Mr. Petsch: Mr. Speaker, I want to find out whether or not they propose to argue this matter further, that is the members of this Committee, or whether or not they are going to let the matter rest when the argument by counsel has been concluded, and let the House vote?

The Speaker: Here will be the procedure which we will follow. If unanimous consent is given, the attorneys on both sides will be permitted to argue this matter before you. At the conclusion of the argument by counsel, the motion will be presented by the proponents of the motion, that the charges as made be dismissed, and that will then be up to the membership of the House to vote on that. Now, if the House wants the membership to argue this matter, it is perfectly all right with the Chairman, but the amendment that was adopted was to the effect that counsel argue. If the membership of this House desires to argue this matter, of course they can not be denied.

Mr. Harper: If the membership desires, it can speak on a point of personal privilege?

The Chairman: It seems to be customary. Now, gentlemen, will the Committee be in order?

Mr. Pope of Nueces: Mr. Speaker, and gentlemen of the Committee, as I understand this proposition, certain of us have offered a resolution, a motion, and that motion has been amended. I do not understand that there is any rule of the House that just because a motion has been amended, that those who proposed that thereby lose the operation of the rules of the House.

The Chairman: They certainly do not.

Mr. Pope: All right then. I understood the Chairman to say that when the attorneys in this case have finished their argument, that that closed the debate.

The Chairman: The Chair made that statement. The Chair further stated that if the membership desired to speak that the members could do so.

Mr. Pope: Then, Mr. Chairman, the point that I make now, is this, that if you adhere to that rule, that that will close the debate, unless there is a subsequent agreement on the part of the House to allow additional debate, then a different rule will prevail with reference to the argument and the agreement, if the debate is to close with the argument of counsel, if you adhere to that rule. I stated in my argument last night, in an effort to get unanimous agreement that we would change all of that and allow the prosecution to open and close. Then the matter of the motion would be made back here and we would have the right to close the motion. My understanding was that all of that was agreeable to them.

The Chairman: Let me say this, if agreeable to this House, that when counsel opened and closed in the ordinary way and you authors of the motion desire to close you will have the right to close; according to the rules the speeches of ten minutes each may be made and may be extended ten minutes by unanimous consent. Now keep that clearly in your mind.

Mr. Quinn: We have the right to hear counsel but members of this body will have a right to make a speech on the motion which has heretofore been made. But my understanding is that we have the right to hear counsel but sitting in the capacity of jurors we, as jurors, would not have the right to make a speech.

The Chairman: Did you ever sit as a grand juror, Mr. Quinn? I will have to overrule your point of order. The matter is more in the nature and more to be compared to the members of the grand jury.

The Chairman: Let the Chair state that he is not concerned now about who shall talk on this matter. If you desire to talk after the argument of counsel has been concluded, you may do that. Action on this motion, as I understand, was deferred until counsel could argue this case. After counsel has concluded the argument, you, the proponents of the motion, if you desire to close under the rules, under the speaking rules of the House, you may speak ten minutes and that time can be extended ten minutes more if desired. The House has adopted that procedure.

Mr. Purl: In accordance with the agreement we reached last night, it was my understanding, and I believe we should live up to it, that after the argument of counsel has been concluded in this case, then the members if they desire, will have the right to make such

arguments and to make such speeches as they may desire under the rules of the House and I think that we should live up to this agreement. The proponents of this measure have agreed to this and I believe that we should keep faith with them and carry out the agreement which was entered into here last night.

The Chairman: Let the Chair make this further statement: After counsel has argued this case, let there be two speakers, one against the motion made and one to be followed by the authors of the proposed motion. I will make this further statement: that after counsel has argued this case, that we then go back to the rules of the House with reference to motions, substitutes, amendments, etc. Let all of these things be set out in the regular way.

Mr. Purl: I think that is the proper procedure.

Mr. Snelgrove: As I understand it, there will be allowed free discussion and it will be conducted just as other matters coming before the House and conducted under the rules, and no one will be cut off of the debate. Is that right?

The Chairman: That is exactly it. You are simply giving unanimous consent that action on the motion be deferred until after counsel have argued this motion. The proponents of the motion will then be governed by the rules of the House, and the rules of the House will apply with reference to debate. Amendments may be offered, substitutes may be offered, motions to table may be offered, just the same as in other matters coming before the House.

Now then, gentlemen, as to the time that is to be consumed by counsel on both sides of this matter. Counsel feel that on account of the gravity of the investigation and the seriousness of the charges, each side feels that they should be given ample opportunity to discuss not only the facts, but the law, and have requested rather long time, in my opinion, and no doubt in yours, to discuss this, but we must be fair to the House, we must be fair to Mr. Robison, and I have agreed with them that they might have three hours to decide. Each side will arrange to distribute the time among themselves and the order in which they will speak. Counsel for the proponents will open and close. It is my understanding that Judge Allen will open the argument for the proponents, and Judge Freeman will close.

Mr. Smith: For the respondent, it has been agreed among counsel that I will open for the respondent, Senator Lloyd Price will follow me, and Judge Dayton Moses will close the argument for the respondent.

The Chairman: Judge Allen, are you ready to proceed?

Judge Allen: Yes, sir.

Mr. Allen: Mr. Chairman, Ladies and Gentlemen of the Committee—Before discussing the law and the facts connected with the matter under investigation by this Committee, I desire to thank the Chairman and Judge Sinks, and I desire to thank each individual member of this Committee, for the patience and attentive consideration with which each of you have followed us throughout this long and tedious investigation.

The matters which now present themselves to you for your determination are very important, but the issue is a very simple one. It involves the question of common, ordinary, every-day honesty. It involves the question of fair dealing on the part of a public official of this State. It involves matters of deep concern to every citizen of the great commonwealth in which we live, and your action upon these issues will necessarily affect the honesty and integrity and efficiency of your State government for many years to come.

And in passing upon and determining these important matters, your duty is simple and your duty is plain, for you must pass upon them in the light of the Constitution and the law, and in the light of the facts that you have heard adduced here in your presence upon the witness stand. And that being true, it becomes essential and necessary that every member of this Committee shall first be informed as to the provisions of the Constitution and the law in order that you may know the law and apply the law to the facts of this case in order that you may reach a just, a righteous and an honest conclusion in this matter.

So that I first wish to discuss with you some of the provisions of the Constitution of this State and some of the provisions of the statutes of this State, and the interpretations that have been placed upon them by the courts of this land. Under the Constitution of Texas the Executive Department of our State was created by the following provision:

Section 1, Article IV, of the Constitution of Texas: "The Executive Department of the State shall consist of a Governor, who shall be the Chief Executive Officer of the State; a Lieutenant Governor, Secretary of State, Comptroller of Public Accounts, Treasurer, Commis-

sioner of the General Land Office, and the Attorney General."

And Section 23, of the Constitution, in the same article, reads as follows:

"The Comptroller of Public Accounts, the Treasurer, and the Commissioner of the General Land Office shall each hold office for the term of two years and until his successor is qualified; receive an annual salary of two thousand and five hundred dollars, and no more; reside at the capital of the State during his continuance in office, and perform such duties as are or may be required of him by law. They—now, that is, these officers—and the Secretary of State shall not receive to their own use any fees, costs or perquisites of office. All fees that may be payable by law for any service performed by any officer specified in this section, or in his office, shall be paid, when received, into the State Treasury."

Then Section 24, of the same article, provides as follows, and I invite your careful attention to this: Remember, this is the Constitution, the fundamental law of this State, providing as follows:

"An account shall be kept by the officers of the Executive Department and by all officers and managers of State institutions"—of what?—"of all moneys and choses in action received and disbursed or otherwise disposed of by them, severally, from all sources, and for every service performed."

Now, I am going to read that again, because that is vital and practically determines the issues in this case:

"An account shall be kept by the officers of the Executive Department"—your Land Commissioner is one of them—"and by all officers and managers of State institutions"—now, what—"of all moneys and choses in action received and disbursed or otherwise disposed of by them, severally, from all sources, and for every service performed."

It is for violation of these provisions of the Constitution and for violation of other rules of conduct that we shall request and demand at the hands of this Committee the impeachment of the Land Commissioner of the General Land Office of this State.

And with regard to impeachments, the Constitution provides, Article 15, Section 1:

"The power of impeachment shall be vested in the House of Representatives."

That is, in you. Section 2:

"Impeachment of the Governor, Lieutenant Governor, Attorney General, Treasurer, Commissioner of the General Land Office, Comptroller, and the judges of the Supreme Court, Courts of Appeals, and district courts, shall be tried by the Senate."

In order to eliminate lengthy reading, and to drive right down to the issue, about which there will be no controversy, there are three methods in this State for removing public officials from public office. One is impeachment, as provided for in this article that I had just read to you. The other is removal by the House of Representatives, by the Governor of this State, on two-thirds vote of the House of Representatives and two-thirds of the Senate of this State. And the only other method of removing public officials under the laws of the State is that provided for the removal of local officials in various sections of the State, and that is done in some instances by the trial courts of the country, in some instances by the action of the upper court; so that we have three methods of removal from public office: First, by impeachment; that is the one applicable here. Another is removal on trials by the House and Senate. And the third is by removal by the courts of this country.

Now, bearing those propositions in mind, there is one question that may arise on this hearing, and for that reason it becomes my duty to anticipate it and to let you know what the law provides on that subject.

It has been customary in preceding impeachment trials in this State to raise the question on behalf of the respondent that he cannot, during one term of office, be impeached for acts of misconduct committed during the preceding term or preceding terms of office. Whether that custom will be raised—it has not been raised yet, and whether it will be raised or not I cannot foretell—and for that reason, briefly and pointedly, I shall present to you the law upon that subject. But before I reach that—no, I will go ahead with that. In Ruling Case Law, Volume 22, page 569, I read from Article 729: "The decisions are in conflict on the question of whether acts committed during a prior term may constitute ground for removal of an officer. The conflict"—now, catch this: "the conflict is due in part, however, to the particular statute under which he exercises rights."

It seems to be generally held that a public officer cannot be removed for acts of misconduct before his entry into the office—that is, before his entry in the first term, that is what these decisions say, but there is a provision in this

State that applies to local officers, that no officer shall be removed for misconduct prior to his election. Now, here is what I invite your attention to. Generally speaking, in a proceeding for the removal of a public officer for misconduct in office, his acts of misconduct in prior terms may be investigated, especially if connected, as it is in this case, with acts of similar character committed in his present term. Now, the reason for this rule is that the object of removal is to rid the community of a corrupt, incapable or unworthy official, that is the reason, and his acts during the previous term quite effectually stamp him as such, as those committed during the term he may be serving. Following, that, I will read from—and I will have to do this hurriedly—from American and English Annotated Cases, Volume 40, page 707:

"There is a decided conflict of authority as to the right to impeach or remove a public officer for an act committed during a prior term of his incumbency of the same office. As is stated in the reported case, this conflict is due in part to a difference in constitutional and statutory provisions authorizing the impeachment or removal of public officers."

One act, that is that act.

"The reason underlying this holding was pointed out in State vs. Welsh, supra, as follows: 'The very object of removal is to rid the community of a corrupt, incapable or unworthy official. His acts during his previous term quite as effectually stamp him as such as those of that he may be serving.' Reelection does not condone the offense. Misconduct may not have been discovered prior to the election, and, in any event, had not been established in the manner contemplated by the statute. For many purposes each term of office is separate and entire. This is especially true in respect to the obligation of sureties. But there is no reason for so holding as to the incumbent. Being his own successor, there is no interregnum. His qualification marks the only connection between his terms. 'The commission of any of the prohibited acts the day before quite as particularly stamps him as an improper person to be entrusted with the performance of the duties of the particular office as though done the day after. The fact of guilt with respect to that office warrants the conclusion that he may no longer, with safety, be trusted in discharging his duties.' In Tibbe vs. Atlanta"—the volume and page are cited here—"the court said: The condonation is that after a policeman has been elected"—

Mr. Smith: Pardon me, Judge. What is the court?

Judge Allen: That is the Georgia court. The policeman part I won't stop to read, because I don't think it is as applicable as these others.

"The application of the rule in several impeachment cases was discussed"—a Nebraska rule is cited here—"was discussed as follows: Judge Bernard was impeached in the State of New York during his second term for acts committed in his previous term. His plea that he was not liable for impeachment for offenses occurring in his first term was overruled. Precisely the same question was raised in the impeachment proceedings against Judge Hubbell of Wisconsin, and on the trial of Governor Butler of this State, and in each of which the ruling was the same as in the Bernard case. There was good reason for overruling the plea of jurisdiction in the three cases just mentioned. Each respondent was a civil officer at the time he was impeached and had been such uninterruptedly since the alleged misdemeanor was committed. The fact that the offense occurred in the previous term was immaterial. And so, with this respondent, the object of impeachment is to remove a corrupt or unworthy officer. If his term has expired and he is no longer in office, that object is attained and the reason for his impeachment no longer exists. But if the offender is still an officer, he is amenable to impeachment, although the acts charged were committed in his previous term of the same office."

Now, I have many authorities from other States collated and laid aside in the library, but owing to the limited time for argument, I have not brought them, because I wish to rest this matter on these cases, with the additional authority that I shall now read to you; and this, by the way, is the Brackenridge case, decided in this State. The court said:

"It is further expressly declared, however"—I won't read it in its entirety, but only that part that is applicable, because of the length of it; and I am reading from the Southwestern Reporter, Volume 11, page 632, the case of Brackenridge vs. State, the opinion written by Judge Wilson.

Mr. Smith: A Court of Civil Appeals case?

Mr. Allen: No, sir. This a criminal case.

Mr. Smith: Court of Criminal Appeals case.

Mr. Allen: The court said: "It is further expressly declared, however,"—now, this applies to local officers—"that 'no officer shall be prosecuted or removed from office for any act he may have committed prior to his election to office—'"

As though he contended, as I am sure no lawyer can, that that statute has any relation to this case, that says it does not, and the courts have so held, and I am reading this to you for that reason. Then in that case:

"There can be no question, in view of the last quoted provision of the statute and of the law as settled by the decisions of the courts, that if the acts of which the defendant was convicted had been committed prior to his election to the office"—that is, before he ever went into office—"such acts would afford no legal ground for removing him from the office," citing a number of cases. In other words, when a man is elected to office the first time and qualifies and assumes the duties of the office, under the provisions of the statute just read here, and that they may undertake to appeal to, you could not impeach that officer for some act of his committed prior to the time that he became an officer. Now let's go ahead:

"His election would be a condonation of any crime or misconduct committed prior thereto; at a time when he was not holding the office to which he was elected. But in this case, at the time that the defendant committed the act of which he had been convicted, he was the duly elected and qualified county judge of Travis county. He was such officer de facto and de jure by virtue of his election and qualification in 1886. He was inducted into the office and had the legal right to and was exercising the functions of the office until his successor should qualify. By the election of 1888"—now, that was the first time—"he became his own successor in office, which election occurred prior to the commission of the acts for which he had been convicted, it cannot be said, therefore, that said acts were condoned by that election, that he had not at the time of the commission of said acts been reinducted into the office by virtue of his re-election, does not, we think, affect the question of his removal, because he was in fact and by right the duly qualified county judge of Travis county at the time he committed the acts, and although said acts were committed by him as such officer, under and by virtue of his election and qualification in 1886, they were not condoned by his re-election in 1888, occurring prior to the commission of said acts. None of the decisions cited by counsel for the defendant in support of their position upon this question appear to be applicable, none of them present the case of an officer who had succeeded himself and was already in possession of and exercising the functions of the office at the time he committed the acts for which he was removed. There are cases where the parties though elected to an office had never been inducted into it, had not qualified or entered upon a discharge of its functions, and they do not conflict with the view which we entertain of the question as presented in this case, which is that the acts committed by defendant, having been committed subsequently to his re-election, were not condoned, and constituted ground for his removal from office, although at the time of their commission he had not been qualified under his re-election."

Bearing upon that same proposition, and without reading it at length, I read from an opinion by Judge Morrow, the able and learned presiding judge of the Court of Criminal Appeals of this State, in Volume 104, on a motion for re-hearing, opinion rendered by Judge Morrow; I am going to read from page 323—that is the case of McKinney vs. The State. Judge Morrow says:

"It is further expressly declared, however, that 'no officer shall be prosecuted"—going back to this statute, now, applying to local officers only—"that 'no officer shall be prosecuted or removed from office for any act he may have committed prior to his election to office.'"

That is the statute I was just discussing.

"There can be no question, in view of the last quoted provision of the statute and of the law as settled by the decisions of the courts, that if the acts of which the defendant was convicted had been committed prior"—we all understand that what a man does prior to his first election to office is no ground for his removal after his election to office—"to his election to office, such acts would afford no legal ground for removing him from the office. His election would be a condonation of any crime or misconduct committed prior thereto, at a time when he was not holding the office to which he was elected."

That is quoted from the Brackenridge case I just read you. Now, then, Judge Morrow says:

"The Missouri case"—citing the volume and page, etc., of the Missouri case—"the case of Brackenridge vs. State, supra"—now, he is talking about the case I read you a moment ago—"seems to be a precedent in favor of the ruling of the learned trial judge in receiving the testimony in question. Brackenridge was elected county judge of Travis county, Texas, in November, 1886, and re-elected on the 6th day of November, 1888. The acts upon which his removal from office was sought occurred about the 15th of November, 1888. It seems that in October, 1888, Brackenridge was indicted for misconduct in office similar to that with which he was charged in the case from which he appealed. Against his objection, an indictment charging him with a like offense during his previous term of office was received in evidence against him. In receiving this indictment in evidence, this court held that no error was committed and used the following language: 'For the purpose of tending to show a knowledge on the part of defendant that the fees demanded by him were not lawful, the indictment put in evidence by the State over defendant's objection was, we think, admissible testimony. It was offered for no other purpose, and the court fully instructed the jury in its charge, that it must not be considered for any other purpose.'"

Now, what I want to particularly draw your attention to is this: In winding up the opinion, Judge Morrow says:

"Assuming the correctness of the ruling mentioned (and so far as we are aware it has not heretofore been challenged)"—that is, the principle laid down in the Brackenridge case—"we are unable to differentiate the practice followed from that of the learned trial judge in the present case. From what has been said, it follows that the motion for rehearing should be overruled. It is so ordered."

And the judgment of conviction in that case became final on the judgment of the court rendered by Judge Morrow; and the court overruled the motion for rehearing. Now, understand this, as to the removal of certain judges, and as to the removal of local officers, the Constitution in some instances and the statutes in other instances define and point out the acts and matters that will afford grounds for removal and justify removal. But when it comes to an impeachment proceeding before this body, or before the Senate of this State, of a high executive officer of your State government, the Constitution makes absolutely no provision under the sun as to the grounds of impeachment, and no grounds are defined or laid down for impeachment by the law-makers of this State in the statutes of Texas; hence, when the articles adopted in the Constitution providing for impeachment, they were adopted in the time of the common law rule that had existed for something like five hundred years—and that is, that any high executive of this State, including the Governor, Land Commissioner, Comptroller and those others that I read to you from the Constitution, can be impeached for the commission of high crimes and misdemeanors. Mind you, our Constitution doesn't say so, but our courts have held, and properly held, that at the time of the writing and adopting of the Constitution that it was adopted in the light of the provisions of the common law, and that the rule at common law prevails in impeachment proceedings of this character. So that, in order to determine whether or not you will impeach the Land Commissioner of this State, in order that he may be tried before the Senate of Texas, you have got to determine—what? Whether or not he has committed such high crimes and misdemeanors as will warrant that action under the law and under the facts at the hands of the law. So that being the case, it is absolutely essential and necessary that every member of this Committee shall know and understand what constitutes high crimes and misdemeanors in the light of the constitutional provision that I have read to you, in this State. And in the case of Ferguson—I loaned this book to one of my friends and he has lost the place; here it is. In the light of the constitutional provisions of this State, I now read to you as to what the courts of Texas say is a proper understanding of high crimes and misdemeanors in a proceeding and deliberation of this character. And on this subject I read you from the 263 Southwestern, the case of Ferguson vs. Maddox, in Volume 263 Southwestern, on page 888, in an opinion written by Coke, Special Chief Justice, in which the learned judge in the Ferguson case furnishes us with an understandable definition of high crimes and misdemeanors:

"While the impeachable offenses are not defined in the Constitution, they are very clearly designated or pointed out

by the term 'impeachment,' which at once connotes the offenses to be considered and the procedure for the trial thereof. 'Impeachment' at the time of the adoption of the Constitution was an established and well-understood procedure in English and American parliamentary law, and it had been resorted to from time to time in the former country for perhaps five hundred years. It was designed primarily to reach those in high places guilty of official delinquencies or maladministration."

Now, there it is—"those in high places guilty of official delinquencies or maladministration."

"It was settled that the wrongs justifying impeachment need not be statutory offenses or common law offenses, or even offenses against any positive law."

I will show you before we are through that the respondent in this case has repeatedly been guilty and could be held amenable for indictable felony committed by him in his acts and conduct as Land Commissioner of this State, and while I show that, in the light of the facts proven in this record, we do not have to show, as far as this proceeding before us is concerned—that is what they say here, or that it was justified—we do not have to show that it was even an offense against any common law. If we show it to you, all well and good; but we don't have to go that far. And then what does the court say:

"Generally speaking, they were designated"—that is, these impeachment provisions—"they were designated as high crimes and misdemeanors, which in effect meant nothing more than grave official wrongs."

I will read that again:

"Generally speaking, they were designated as high crimes and misdemeanors, which, in effect, meant nothing more than grave official wrongs."

This same question was raised in the McGaughey impeachment proceeding before the House and Senate, and it was abandoned, and the demurrers in that case were overruled. And in that proceeding they held that the Land Commissioner of this State could be impeached for acts committed during the preceding term; and in the Ferguson case, he was not only charged with offenses committed during a preceding term, but on three counts on which he was convicted, and this record shows that in the Senate he was tried for matters committed by him during the early part of his first term and was convicted and tried before the Senate during his second term.

Now, I believe that I will have to submit the matters to you, as far as the law is concerned, on those authorities—remembering that high crimes and misdemeanors mean nothing more than grave official misconduct; just keep that in mind. Now, as to the facts—as I have stated to you, the issue before this body is an important one and one involving common honesty. It involves the good name of the State of Texas, and particularly an honest and efficient administration of its government. Why, my countrymen, I do not envy the heart of any Texan whose pulse does not beat quicker and faster and who does not feel within him a high exaltation and pride in the past glory and in the future prospects of the great Commonwealth in which we live. And during the years past, with one or two exceptions, it has been the proud boast of every citizen in this imperial commonwealth that they enjoyed an efficient and honest administration of our public affairs as regards all the high officials of this State. But you can imagine my surprise when I learned that some very able and splendid and noble members of this Committee had possibly committed themselves to arrive at conclusions before they had heard the law presented to them and before the testimony had been submitted to them in its entirety. I believe that a question of such moment, involving the good name of this State and the honesty and integrity of one of its high officials, merits the most careful consideration at the hands of every citizen and at the hands of every member of this Committee. Important? What we need in this country today in public office are honest men—men of honesty, men of truth, fidelity, moderation, industry, temperance and kindness. For all these, my friends, are political elements—they are elements without which sound political life cannot exist. "You may build your capitol of granite," said Wendell Phillips, "and you may pile it up as high as the Rocky Mountains, yet, if it be founded upon or mixed up with iniquity, the pulse of a girl will in time beat it down."

I say to you men, in good faith, that before I am through I will not only show that the present Land Commissioner of this State—and show conclusively—that he has been guilty of the gravest official misconduct, not in one instance, but in many, many instances. And I will show you that if I were district attorney of Travis county, or of Bexar county, that I would probably have him indicted and he would be tried

for felony, and that under the facts presented before you it would necessarily result in his conviction.

I want to say this, now, that you may feel the grave responsibility that rests upon every member of said Committee, that if you go out and give this Commissioner, in the light of the law and facts that have been brought here, a clean bill of health and whitewash him in the face of this record, you will inaugurate an era of graft and corruption in this State in a few years that will become a stench in the nostrils of the people of this Nation, and it will ultimately destroy your State government.

My time is short, I have got to hurry on, there is so much to be said.

In 1925 many lands had been foreclosed on—many of the land holders were behind in the payments of principal and interest. It became necessary—and there is no dispute about that—for some relief legislation upon that subject; and the Act of 1925 was passed, and, among other things, it authorized the Land Commissioner of Texas to reappraise and revalue those lands and permit the owners to repurchase them, provided they made a demand on him to do so, and provided they paid the one-cent-per-acre out of which he was to bear the expenses of reappraisement and revaluation, and out of which he was to pay the balance when he completed that work into the State Treasury. Then he went on under that act, and he collected, under that act, before the amendment was ever passed—and I have got the figures all collated here and added up by the young lady on the adding machine—under that act, while the State had a contingent interest in every dollar of that money, and before the amendment of 1926 was ever passed, he collected more than $60,000.00 from the land owners of this State, who demanded that their lands be reappraised and who sent him the one-cent-per-acre.

Now, he didn't keep any set of books on that. The auditors tell you that they arrived at it partly from data from the pages where the lands were described and they sort of estimated by the number of acres that each man had reappraised, because that man had to pay in one cent per acre, and in that way, all told, he collected more than $60,000.00 before the amendment of 1926 was ever passed by the Legislature of this State. And, listen, prior to the time that that amendment was ever passed—I have the checks here, they are in evidence before this body—he drew checks on that account time and time again for his own personal uses, at a time when he had never deposited a dollar in that fund of his own money or out of his own pocket; he wrote one check after another on that fund that is absolutely unaccounted for, as shown here by the audit made by the experts, of his books and his records, and as shown by the testimony introduced before this body. And then, after that act was passed—the amendatory act—he went on and collected a few thousand dollars more, making a total, including the interest, that he drew on those funds, of seventy-two thousand and some odd dollars; so that the principal and interest that came into his hands—not the hands of J. T. Robison, but in the hands of the Land Commissioner of the great State in which you and I live under the Constitution that I have read you, there came into his hands, not a mere bagatelle, not some little trivial sum, but the tremendous sum of seventy-two thousand and some odd dollars of money. "Oh," they come here and say, "that is not the public fund." I don't give a continental whether it was the public fund or not, I won't argue that with you, I don't care and the members of this court don't care. You have got this fact before you, that you cannot deny that it was a trust fund that came into the hands of the Land Commissioner of this State to be held and disbursed by him in accordance with the laws of this State. Isn't that so? It was a trust fund; and no reasonable, no intelligent, no candid man will question the fact that that was a trust fund in his hands. All right. Now, what did he do with all this money? Did he go and deposit it in the bank in the name of J. T. Robison, General Land Commissioner of this State — Commissioner of the General Land Office of this State? No. That is the way he should have carried that account. If he had been doing the right thing, that money couldn't have gone into the bank in any other shape than to the deposit of J. T. Robison, Commissioner of the General Land Office of this State. No, sir, he deposited it to his individual credit, in a "Special Account." Why? What was the purpose? At that time, nobody will deny that the State of Texas had a contingent interest in that large sum of money, and up to 1926, he deposited it in the bank to his personal credit and carried it in the bank to his personal credit, and God knows, he handled it in a way that was so ridiculous and so outrageous, and

showed such disregard of the people's interests, that that fact alone ought to demand his impeachment at the hands of this House, or at the hands of any other body of patriotic and fair men.

Now, let's see what it is. He not only put that fund for the one cent to his own individual account in that bank, but he didn't keep any account of that money at all. No, sir. I have got his own statement made here two or three times before the Investigating Committee. He kept no account of those disbursements. I will turn and read it to you, if you want me to do it. But he stated time and again that he paid out and disbursed that immense sum of money that was in this fund in the hands of your Land Commissioner—at least in his hands by the laws of this State—and kept no record in the world of what went with it. He says here—What? He said, "I had no record except my checks." All right. How many checks did he give? There are $32,000.00, and we haven't a voucher, there are no checks! There are $32,000.00 and we haven't a voucher! There is no account whatever so far as disbursements are concerned. There is $32,000.00 of that money that was paid out by him, and today he cannot give you the name or address of a single human being in this world to whom he paid a dollar of the $32,000.00. But, they say, he handled $85,000.000.00 since he has been Land Commissioner for twenty years, and, hence, you ought not to impeach him. Let me tell you, my friends, every president of a bank, every vice-president of a bank—I am talking about great banks —every cashier of a great bank who embezzles money, and winds up at Atlanta or Leavenworth penitentiary, is a man who has borne a splendid reputation and who has handled hundreds and hundreds of millions of dollars before he finally reached the point where he defaulted and was guilty of malfeasance and used money that did not belong to him, and had to meet the consequences. Yes, sir. Here we elected the Land Commissioner, fairly and properly to keep our moneys honestly and efficiently. He did not observe the statute. The statute provides that as soon as he gets it he must transfer all checks, without even cashing them, he must transfer them in the form they are in to the State Treasury, as well as all cash received, so he will not have an opportunity to use a dollar of it, without the risk of going to the penitentiary for certain. He couldn't use a dollar of that money; it must go to the State itself, then go right on to the State Treasury. The statute says it must be in the form in which it comes into his hands—in checks or cash, or whatever form—and it is passed through his office and goes right on through to the State Treasury, so as to avoid such disgraceful episodes as have occurred in the handling of this $32,000.00.

All right. Now, let us go ahead. I won't have time to go into the details of all these things. But one other matter I want to call your attention to. There was one item of $12,646.66, money that came into his hands that didn't even reach the bank; he has no record under the sun of when he paid it out or to whom he paid it, and all he could say on this witness stand was, "I don't know when I paid it or to whom, but I paid it." Suppose I was your public servant and you called on me to account for thousands of dollars that came into my hands, and the only thing I could say was, "I just know I spent it, but I can't tell you when, where, or to whom." You would say, when I answered that question that way, "Allen ought to be in the State penitentiary of this State, because that is where he belongs." That is what you would say.

Now, let us go ahead. He issued checks for $20,325.51, money that ought to be in the bank. He admits he kept no checks, did not preserve the checks for this $32,000.00. I want some man who has done no wrong to look me in the face, look any fair man or woman—look me in the face, and account to the people of Texas when you apply a coat of whitewash upon a public official who has betrayed every confidence and who has been guilty of malfeasance in public office.

Now, let us go on and see what he has done with those moneys. One check here he couldn't give the slightest information about — a very suspicious check, and if he went before twelve men, on trial in any county in Texas, and made the explanation he attempted to make here, it would result in his conviction. He drew a check for a thousand dollars that he wrote at San Antonio just before he was operated, that wound up in the hands of Dr. J. M. Robison, that was deposited in the bank for the personal uses of the Commissioner when he was sick. Now, this one thousand dollar check was given October 14, 1925. Just a few weeks after that, he drew a check for $1,000.00, payable to cash; it is endorsed by him, and he drew the money out of that bank at that time.

I want to show you that check—here it is right here, payable to "cash," $1,000.00, in his handwriting, dated October 14, 1925, (displaying check); and he testified that that was his endorsement, and that he cashed that check. That was done on October 14, 1925. We asked him why he drew that large sum of money out of that fund at that time. And what was his answer? He said, "I drew it out for expense money on my trip to the West, to continue the revaluation of those lands." All right, let's see if he did—let's just see if he did that. I want to show you now, that when he went to West Texas, according to his own testimony—pardon me now, one moment, because I want to read that to you, that is on page 374 of the testimony taken before the committee, as to when he went to West Texas—374. Now, I will read to you. After his obligations here—they examined him all about that—then he says: "I left here October 26, 1925, and resumed the work in the field." Now, listen to his explanation of that $1,000.00 check: "I drew that large sum of money,"—of course, a thousand dollars may not be a large sum to you men, but it is to us, a thousand dollars is a whole lot of money, I can tell you when I draw a thousand dollars out of the bank I can tell you what I drew it out for, there is no doubt about that. Yes, sir, he drew that money out of the bank and he can't tell you what he did with it. He can't tell you whom he paid a dollar of it to, he can't tell you what he used it for. He says, "I drew it out because I wanted to carry it with me on my trip to the West, and presume I carried it in my pocket." All right. He drew that money out on October 14th and left here on October 26, 1925, and carried a thousand dollars of a trust fund that had come into the hands of your Land Commissioner, in his pocket, around this community, for twelve days before he ever left to go back and resume the revaluation of those lands. Now, I want to say to you this: A man who will do that is unfit to hold public office, a man who will do that is not worthy to hold a high executive office in this State, and I want the man in this House who thinks so to look me in the face and say he has done no wrong. There is the check, and he cannot account for a dollar of it. What did he do with it?

Now, then, I told you I wouldd show you this man was guilty of embezzlement and that he could be convicted—indicted and tried and convicted of being guilty of embezzlement. He had a man working for him, Clyde Grover. On September 18, 1925, a check was drawn on his account by his wife—it couldn't have been done by her without his consent—in favor of Clyde Grover for $54.00—on September 18, 1925. Now, who was Clyde Grover? Clyde Grover was the man that worked out on his place, Clyde Grover was the man who looked after his sheep, Clyde Grover was the man that helped do his farm work, Clyde Grover was the man that worked about his place and served him; and the check was drawn by his authority on this trust fund for $54.00. I have the check here, I don't want to have any argument about this thing at all—here is the check right here (displaying check); it is payable to cash, but says for Clyde Grover, in the same handwriting of the check. Now, that money was drawn on that account, and that money was paid out of that fund in September, 1925, just two or three or four months after the fund had begun to accumulate. Up to that time, he said himself he had no interest on earth in that fund, he had never deposited a nickel in that fund; he drew out this thousand dollars he never accounted for; he is guilty of embezzlement there, and could be convicted before any jury. That $54.00 was drawn out for personal, family uses, home uses, out of a fund he acknowledged he had no interest whatever in, and out of a fund in which he had deposited nothing, and did not deposit anything until long after that, when he began to mingle his private funds with public funds; and any man who is holding office as Commissioner, as long as he says he will mingle his private funds with the public funds is absolutely unfit to hold public office, and the people of this State will tell you so, and he ought to be impeached. You tell me that a man who means well and proposes to do what is right, a man who is undertaking to perform his duty and to conform to the Constitution and the law, is going to muddle the affairs of his office by taking a trust fund and mingling his own funds with it? I just know that is not true, and every reasonable man in this committee, and every reasonable lady in this committee knows it is not true.

All right, let's go ahead. I want to stick to this particular fund until I get through with it.

According to the auditors' report and the evidence, $32,797.29 is entirely unaccounted for. Suppose I held a trust

fund for three years or four years, and at the end of that time it developed I didn't keep any account of it and destroyed part of my checks, and mingled my own funds with it, and then found there was $32,000.00 unaccounted for, do you think any man in this State would think I was not guilty of embezzlement of public moneys and was not guilty of malfeasance in the handling of public funds? And yet some talk about whitewash! That is all right. When I get through, my responsibility is ended and then it is between you and your conscience, and God and your people, and may the Lord have mercy on your soul if you fail to do your duty, if you violate the law and fail to consider the evidence that has been presented here.

Now, then, so much for the one-cent-per-acre fund. I have got those checks here, I have got hundreds of them. Let me read you off how some of that money was paid out, and then let me ask you if you have any doubt that the conscience and moral responsibility of the people of Texas, of this State, have been shocked and have been aroused.

This check for $1000.00 to J. M. Robison was for his private uses while sick —$1000.00 that he cashed himself and cannot account for or explain in any way, except $300.00 paid to Dr. Wooten —$100.00 for his visit down to San Antonio while Mr. Robison was sick, and $200.00 paid on a debt he owed him. Tell me he couldn't be convicted of embezzlement for that! Tell me if he was on trial, under a proper indictment and on the evidence we have heard here, a jury would fail to convict him, if you were on the jury. Of course, you wouldn't.

One hundred dollars to C. A. Venable. Every one of these constitutes embezzlement. He had no right to use that money. No. But let us get on down. There is another tremendous item, and I don't want you to overlook that item. After this Act of 1926 was passed and he had finished the reappraisements and returned checks for part of the money due to those people, he tells you that checks in approximately the sum of $6323.70 were returned to him, and in that record of his testimony before the Investigating Committee he said this money he was going to keep—he wouldn't tell you here what he was going to do, but when asked by the Investigating Committee what he was going to do with it, he says: "I am going to keep it and use it as though it was mine." That was what he said before the Investigating Committee, and that was the reason we didn't press him for a direct answer in response to our question. Six thousand some-odd dollars; the record shows that was money he got from the one-cent-per-acre fund, in that way. And any man who has done that—I don't care who he is—and holds public office in this State, is unworthy to hold public office, and every decent and God-fearing man in this country will tell you that is true.

The matter of gifts and gratuities—I don't know how you look upon that, but I regard it as one of the most unprecedented, one of the most serious and one of the gravest instances of misconduct that was ever committed by a public officer of this State or in this Nation. I say this—now, watch what I state, I am going to weigh my words —that no honest or self-respecting public officer will accept gifts of land or money of great value from those with whom he deals and while he still remains in public office. Now, if there is a man here who won't subscribe to that with me, let him hold up his hands. They talk to you about wanting to exonerate this man and whitewash him. Now, catch my proposition, I say this, that no honest or self-respecting officer of this State will accept gifts of land and money of great value from those with whom he deals and while he still remains in public office. Now, if there is any man that says I am wrong about that, I would just like to see the color of his hair, and I would like to look him in the eye. No man can differ with me about that—no, sir, no man can differ with me about that. And I say this, that if you initiate the doctrine in Texas and tell the world that public officers, while still in public office, can receive large and valuable gifts from those with whom they deal, if you do it in your name, you will create in this State an era not only of graft and corruption and dishonesty, but an era which will disgrace the great commonwealth in which you and I live. Now, you all agree with that, too, maybe. And I say this, any public officer who has ever indulged in practice of that kind not only ought to be impeached, but he ought to be kicked out of office by the people of this State, through their representatives in the House and Senate of Texas. Does anybody disagree with me about that? I don't think so.

Now, we have got the others. Now, we understand what I am contending for. Now, we understand what good morals, what common decency, demand

at the hands of every self-respecting officer and honest officer in this country. All right. What are the undisputed facts, what are they? Is there any dispute, any doubt, that he got acquainted with Mr. George West in Mr. West's lifetime? That he never saw him but twice in his lifetime, dealt with him for many years, performed many services, performed them whenever he was called upon—and he was still holding the same office, and a man whom he had never seen but twice in his life deeded him eighty acres of the best land in South Texas! Think of it, my friends—eighty acres of the best and richest land in South Texas, deeded it to him—not to J. T. Robison, no—to the Land Commissioner of this State, with whom he had been dealing, and from whom he had received great services, and the Land Commissioner of this State conveyed that land for a consideration of either $2000.00 or $2250.00, to James E. Ferguson, another citizen of this State, shortly after he got it. Now, there is no dispute about that. Now, that was a very handsome gift, wasn't it? Did any of you gentlemen ever have any stranger come around and hand you a couple of thousand dollars, hand you eighty acres of land, if you were not doing something for him, or if he was not expecting you to do something for him? Let me tell you, I have had many two thousand dollars handed to me; but it was always handed to me in consideration of services that cost me days and weeks, and months, and even years of service, and that is the kind you get. And let me tell you, whenever a man comes around wanting to hand me, as a public officer—when he wants to hand me eighty acres of land without services to him, I am going to slap that man in the face, so help me God, because I would feel that man had offered me an insult, and I would resent it as a gentleman should.

But, is that all? Oh, no. Oh, no. Eighty acres of land! Judge Halley says—now, the respondent denies it—that the respondent was out in his county wanting to borrow money, and wanting to know if some of those folks wouldn't lend him some money; and Judge Halley says: "Yes, I told him I thought there were plenty of men out there who would like to lend him money." And then, after that, Judge Halley started out and he went to hundreds and hundreds of men, looking up men who had received services from the Land Commissioner, who had had business with the Land Commissioner, men who had had dealings with the Land Commissioner, men whose lands in many instances had been reappraised by your Land Commissioner and greatly reduced and reappraised at lower values, and those mostly in Pecos. All right, what did he do? He went off and raised the money and paid off the mortgage on this farm. My God! I have got some property that has got a mortgage on it right now. And if Santa Claus would come along and pay that mortgage off under circumstances where I would feel he hadn't got something that compromised my self-respect and sense of honesty, I would think that I had the favor of Providence, indeed.

Twenty-two hundred and fifty dollars, think of that! He received that one time for land he got and sold for that amount of money; he received that as a contribution. All right. Mind you, Judge Halley had business with him.

Then there is J. D. Jackson, who gave him $245.00, and J. D. Jackson had land that had been reappraised. And had I been that Land Commissioner, and any man whose land I had reappraised had offered to pay me something, I would have told him to go to Hell; I would have resented it, as any God-fearing man would.

Mr. Forbes: You wouldn't use that lauguage, would you, Judge?

Mr. Allen: Yes, sir, that is what I would tell him, because I think that is where he is going.

Now, let's go ahead. Here is the matter of Mr. Yeates. Of course, Yeates felt good toward him. His lands had produced millions and countless millions. Of course, Yeates feels good toward him, and if he didn't he would be the worst ingrate in this world. Why, sure, he did. And he got out there, and this man Yeates found out that he owed that distinguished, kind and Christian gentleman, Judge Batts, $500.00 that he had borrowed from him, and that he owed $109.00 for the printing of a brief he had written in connection with his official duties, in opposition to the Attorney General, and representing the State, and it was an official matter; and he told Yeates about it; and this man Yeates wrote him a check for $609.00 to cover $500.00 that he had borrowed for campaign expenses, to be returned to Judge Batts, and to cover $109.00 that he had to pay for the printing of a brief, which was an official act.

Let me tell you, I am getting pretty tired of the practice in this country of taking every poor, ignorant man who doesn't know when he violates the law

and railroading him to prison, taking a negro who steals a dog and railroading him to prison, and the men in high places and of high standing, who knowingly violate the law, whitewashing them and telling them to go and sin no more—I am tired of that; I don't care whether you people like what I say or not. I assume every man and woman on this Committee—I think you are a splendid, capable body of citizens—will do his and her duty, but what I say, I don't care whether anybody or nobody likes it, because I am acting here in the line of my duty and I am going to do my duty. God knows, I am going to do my duty as I see it and as I understand it in this important matter.

Now, is that all? There is $2250.00, $245.00, $609.00. Then we come back to this $6783.70 of those refund checks; and in that Journal, page 7, what does he say about that? He wouldn't tell you here, no; he ducked and he dodged—I never saw a criminal on trial in a court in this country duck and dodge as he did on cross-examination. He didn't hesitate when his own counsel asked him all those leading and suggestive questions; language just flowed from his mouth—until cross-examination, and then he ducked and dodged and refused to answer.

Now, listen, let's see what he says (reading): "I had decided in my own mind from what they had said"— Well, that is on another point, but I will read it, since I have started, and I won't have to look it up. "From what they had said, I would have to be buried after that operation." That was about that check for a thousand dollars. "I aroused from the state of coma sufficiently to write that check for that purpose, as I had, at that time, no personal funds"—he had no funds—"and felt that as this malady came on me while I was in the work, that morally and legally the fund could afford to pay me that amount. And I drew that check so my wife would have sufficient funds to bear the expense of the funeral following the operation." Now, here he says he wrote it to bear those expenses down there:

"Q. At that time you had no money of your own?"

"A. Except my monthly salary."

Now, getting back to this reappraisement fund, I want to read you what it says about that in the Journal—well, I will have to get my associate to do that, because I have lost my place. Oh, here it is (reading):

"Q. Now, Mr. Robison, the auditors' report that has been introduced here shows some six thousand-odd dollars in received checks that were endorsed and sent back to you by these land owners. It shows two thousand and some-odd dollars that you issued checks for last September, which have never been presented for payment, and the fund in the bank has not been called on to pay them, making a total of over eight thousand, as I now recall it. This fund, according to the testimony of other witnesses, was given to you, from not a few individuals, but from a large part of the citizens of West Texas, given to you as a public official."

Now, listen: "Now, what are you going to do with that money—do you know what you are going to do with it?" A. "Sure." He knew what he was going to do with it.

"What are you going to do with that money which they have given you?" "Use it as I would any other funds I have."

Now, that is what he says about that. All right. Now, after having received all these things, and after the Investigating Committee—a joint investigating committee from the Senate and the House—had investigated him, and after they had condemned him in no uncertain terms for this misconduct and malfeasance in public office, relating not only to other matters I have mentioned, but to these particular refund checks, what did he do? He sent out this letter that he now undertakes to explain to you in any way that I don't believe will be satisfactory to anybody in the world. I am going to credit Mr. Robison with being not only a man of ordinary intelligence, but I think he is one of the brightest men I have ever met; I think he has one of the most wonderful minds I have ever known. Now, then, if I am correct about that, when he sent that letter out he knew just as well as anybody that that was an invitation to others to send that money in to him. He knew it, you know it, and I know it. That was done here, and was carrying on a meretricious practice that had been condemned by the Joint Investigating Committee of the House and Senate.

Now, what did he say about accepting gifts? He says there he will accept them from anybody—"I will accept an automobile from anybody, it doesn't make any difference who it is, or what I have done for them, or how fine it is, it doesn't make any difference what his ethical, financial or moral status is." All right, he would accept it from a thief, a crook or a grafter.

I only have fifteen minutes, and I will have to hurry on.

You all understand, last fall the Land Commissioner was about to place, under the old law, place on the market lands to be sold at small sums. That would have cost your University and State millions of dollars. Everybody knows that, my friend Senator Price knows that, and Judge Batts knows that. And Judge Batts and Senator Price occupy two separate and distinct positions in reference to that matter. Senator Price was endeavoring to have the Commissioner sell those lands in order that the clients he was representing might "gobble" them up, in the language of the boys. But Judge Batts—he was attorney for some oil crowd and, noble man that he is, was pleading all the time: "Don't you sell them! Don't you sell them!" And the same request came from other companies or officials. And to show you the good faith of that man, he has enjoyed the confidence of the greatest President this Nation has ever had, that man who has educated the boys of this country and made noble, God-fearing men out of them, that man that has served on the Circuit Court of this Nation, that man told you he had no thought but for the University in which he was educated and which he loved, and was trying to prevent the sale, and had no other purpose except for the benefit of the University. Now, Senator Price, and my good friend, Dayton Moses—you know, there was one Moses that led the people through the wilderness and to the Promised Land; I would like for him, in the face of this record, to become a second Moses and lead this House out of the wilderness.

Now, listen, nobody in this world knows better than I do that there is no purer man in this world than Judge Batts, and if I made one mention that I should not I haven't any defense and no explanation that I can attempt, because he represented his client. They all do it—Dayton has done it many times, and Price has done it, I have done it. They know as well as I that Judge Batts is above suspicion, Judge Batts is as pure as a woman, that Judge Batts is a citizen that people of all Texas are proud of, and ought to be proud of; and I am satisfied that when Judge Batts got through talking here forty per cent of the men who signed that motion would not have signed it if their names had not been on it.

Now, those lands were to be sold, the Governor found out those lands were to be sold and tried to put them off; and Senator Price says, "No, sir, sell those lands." Senator Price won't deny that the court held that the lands could be sold any time during the month of January. That is what Governor Moody said; possibly he is as good a lawyer as any of us lawyers on either side of this case. That is what the Attorney General said; and that is what Judge Batts says, and no greater lawyer ever lived in this State than Judge Batts. And they all said they had preferred to postpone those sales to another day in January, so that when the Legislature met, the Legislature could take such action as necessary to protect the people of this State and protect the people's University.

All right. Now, let's see, did the Land Commissioner—now, remember he is your Land Commissioner—did he believe they were right about it? I will demonstrate conclusively that he did: He took off a million and a half acres and postponed the sale of it at their instance. He wouldn't have done it, he said, if he hadn't thought he was justified in it. He took off—had Senator Price leave off some fifty thousand acres of the 103,000 acres, and continued to advertise these lands that Judge Batts told are worth millions and millions and millions of dollars to the State of Texas and to the University of Texas, and, in that way, to the boys and girls of Texas. Yes, sir—yes, sir. No wonder, my friend, Senator Price, wanted that land sold! You heard what Judge Batts said. They didn't undertake to rebut it, did they?

All right. If he had the right to take off a million and a half, then he had the right to take off the 53,000, didn't he? All right. The Governor thought it was best, the Attorney General thought it was best, Judge Batts thought it was best, the Board of Regents of the University thought it was best; they were your representatives, they were your servants. But this man determined that those lands should be sold, at the instance of my esteemed friend, Senator Price, persisted in putting those lands on the market, and they were sold. And now wait. When the judgment was rendered, the court held that he had the right to take those lands off the market by proper notice, and that for that reason the injunction must not be set aside as to that; but as to those 53,000 acres, the injunction was dissolved because he didn't attempt to take them off the market. Yes, that was where his arbitrary conduct was, and by

that piece of arbitary conduct he caused the University, and the young men and young women of this country, your girls and your boys, and mine, and the girls and boys of other citizens of this State to lose countless millions of dollars, according to the testimony of Judge Batts.

Now, my friends, it is just a matter of common, ordinary, every-day honesty —yes, sir, it is just a question of clean and honest government, that is all. The good name and fame of this State are involved. The people of this State are awaiting your action, to see what you are going to say about a man who has been guilty of graver misconduct in public office than was ever committed by any other public official in the history of this State, or any other State that I know of. Yes, there have been other executives of this State impeached. But I want to tell you, you can go and read that record in that case and read the record in this case, and this is far graver in importance and more far-reaching in its results than anything that was ever done by the officer who was impeached in that case.

Now, let me tell you, my friends, if you have any hopes connected with making this State the greatest and most prosperous and most enlightened and most moral in this nation; if you have any pride connected with maintaining the purity, the honesty and integrity and efficiency of your public government, if you have any regard, some regard for the obligations which the deeds and blood of your fathers have imposed upon you and upon me, then I urge you at this time to let that hope, let that pride and let that regard prompt you to withdraw your names from that petition and do your duty in this case, and speak out for good morals, common honesty, decency in government, all those things that help elevate and enlighten our State and our people. Just go right on and do your duty. Let me tell you, the greatest soldier, and, in my opinion, the purest, noblest who ever lived on the American continent said that "Duty is the sublimest word in the English language." And when Lord Horatio Nelson entered the battle of Trafalgar he electrified the English-speaking people of the world when he hoisted to the main mast of his vessel his message to Irish and English seamen: "England expects every man to do his duty."

My countrymen, at this time the eyes of Texas are upon you, and every moral, right-thinking, decent and God-fearing man and woman in Texas is asking the Lord God to help you and to guide and direct you in your action at this time. The people of Texas want you to do your duty, and expect you to do your duty. And if you will just say to every public officer in this State by your action here, when you finally reach your conclusions, that the people of Texas are bent on having honest government, that the people of Texas are bent and determined upon having efficient, capable, honest, fair-dealing public officers, if you will just enunciate that doctrine to the world, my friends, the great commonwealth in which you live will enter upon a new career, exciting increased wonder throughout the world by greater and grander and better and nobler achievements to be hereafter had than any heretofore attained.

My friends, we have all gone through the heat of this trial. I have a profound respect and feeling of friendship for every good man and woman here; and in leaving this matter to you, just permit me to ask the Lord God to bless you and yours, now and hereafter.

Mr. Purl of Dallas: Mr. Speaker, I move that the committee rise, report progress, and ask permission now to recess until 2 o'clock.

(Mr. Purl's motion prevailed and the committee recessed at 12:20 o'clock p. m. until 2 o'clock p. m. of the same day.)

THURSDAY, JUNE 27, 1929.

AFTERNOON SESSION.

The Committee of the Whole met, pursuant to adjournment, at 2 o'clock p. m., Thursday, June 27, 1929, whereupon the following proceedings were had:

The Speaker: The committee will please be in order. Judge Allen, of counsel for the proponents, took an hour and twenty-five minutes.

Who will be the first counsel for respondents? Mr. Smith.

Mr. E. F. Smith of Austin, Texas, counsel for the respondent: Mr. Chairman, Ladies and Gentlemen of the Committee: I, too, join with Judge Allen in expressing for me and my associates, and Mr. Robison, our thanks for the courteous treatment we have received.

Mr. Chastain of Eastland: Mr. Speaker, I thought they wanted to hear this argument, and there are not many of them here, it seems to me.

Mr. Quinn of Jefferson: Mr. Chairman, I move a call of the committee until 4 o'clock.

The Speaker: The gentleman from Jefferson moves a call of the committee until 4 o'clock. Is the call seconded? The call is seconded.

The question was thereupon taken and the motion prevailed.

Mr. McGill of El Paso: I move that the Sergeant-at-Arms be instructed to bring in all members who are not sick.

The question was taken on the motion and the motion prevailed.

The Speaker: All present please register. The committee will be in order.

Mr. Smith, I hope you can proceed now without being interrupted.

Mr. Smith: I will ask if those in the back of the House can hear me speaking at this tone of voice? Can you hear me, Mr. Pope? I am not accustomed to making public speeches, and my remarks are always in the courthouse, and I carry my arguments in a conversational tone of voice.

Mr. Allen this morning started off his address with the statement that he was going to demand an impeachment of Mr. Robison. My associates and myself are not going to demand anything. So far as I am concerned, I have a responsibility to my client and to this House to present to you our theory of this case from a legal standpoint. When I have discharged that responsibility my duty will have been done. The duty, then, will pass to you as to whether or not Mr. Robison should be impeached.

Mr. Allen this morning made the remarkable statement, and it is a remarkable statement, that if he was District Attorney of Travis or Bexar county, that he would cause the indictment of Mr. Robison for the alleged offenses. Those offenses were the acceptance of gifts. Necessarily, and by clear intendment, Mr. Allen meant to leave the impression with this committee that Mr. Robison had been bribed.

No public official can be bribed unless some one bribes him. I ask this committee, and this is a serious charge, to consider whether or not J. D. Jackson, that you heard testify from the witness stand, did bribe J. T. Robison. Did Judge J. C. Hunter, who testified from this witness stand as to gifts, did he bribe J. T. Robison? Did Judge Matthews, of Albany, Texas, bribe Mr. Robison? Did Mr. Bivins, of Amarillo, bribe Mr. Robison? Did these hundreds of patriotic West Texas citizens who made the return of these refund checks, bribe Mr. Robison? If Mr. Robison was guilty of accepting a bribe, then I submit that those men who made the bribe are also guilty.

It was Burke, the great English statesman and orator, who said, that "you cannot indict a nation." Those men in West Texas—and there are no more patriotic men anywhere than in West Texas. I am proud I am from West Texas. Out of the goodness of their hearts, when they saw this veteran, gray-haired official in dire distress through illness, and in financial trouble, they came to help him, as they always do their friends when in trouble. And yet the gentleman from Dallas tells you that if he was district attorney he would cause this veteran Land Commissioner to be indicted.

I am happy that Mr. Allen did not also insist on the indictment of the gentlemen who signed the resolution on yesterday. He did complain bitterly about the signing of the resolution, but he didn't go far enough to include them in his wholesale indictments of the people of Texas.

Mr. Allen touched upon very freely this morning an alleged remark to telling people to go to hell. I am glad I haven't that attitude towards my fellow citizens. There is so much good in the worst of us, and so much bad in the best of us, that it behooves all of us to have some compassion in our hearts towards all of us.

Mr. Allen's remarks this morning reminded me of the old-time preacher who preached about hell and damnation and other unpleasant things, and that reminded me of a story of the great statesman, Thomas Jefferson, that the preachers and opposing politicians always referred to during political campaigns as an infidel or atheist. Thomas Jefferson was no such thing. Once he attended church. The preacher preached for two hours, as they generally did at that time, and his sermon dealt with hell and damnation of Almighty God towards human beings. And the picture that he drew was that the overwhelming majority of mankind had a one-way ticket to the place of eternal punishment.

When the sermon was over a lady came to Mr. Jefferson and asked him: "Mr. Jefferson, how did you enjoy the sermon?"

The great statesman and philosopher replied: "I think the Lord is a lot better than a lot of us think He is."

One who heard that sermon this morning of Mr. Allen would naturally become a pessimist. He would be inclined to subscribe to the philosophy of John

Stuart Mill, who said that in the struggle for supremacy that truth had no inherent advantage over error, else why was Christ crucified, and else why did Socrates drink the poisoned cup?

My argument will be a legal argument, and before I enter into that phase of it I want to call your attention to a fundamental proposition that runs through our government. In order to do that I shall refer to the man who wrote that sentiment that I shall mention into the Constitution of our American States. John Adams and Thomas Jefferson and George Washington and those people were the people who gave us a nation. It was John Adams, of Massachusetts, who nominated George Washington, of Virginia, to be commander-in-chief of the Continental forces. It was John Adams who appointed John Marshall the Chief Justice of the United States. And it was John Adams who wrote the Constitution, the first Constitution of Massachusetts, and it was there he outlined our form of government, a government of three departments, each of equal importance, the legislative, the judicial and the executive; and it was he that provided for two houses in the Legislature; and the concluding clause in that section of the Constitution written by the hand of John Adams was: "To the end that we may have a government of law, and not of men"

The important thing before this committee is to try Mr. Robison and determine his guilt or innocence according to law, and not according to the prejudices of men.

Judge Allen read you this morning from Section 24 of Article 4 of our Constitution, and said that Mr. Robison should be impeached because he had not kept an itemized account of the disbursements of the one cent an acre fund. Judge Allen didn't read this committee all of that section. Here is what the framers of the Constitution were getting at, that these men, these executive officers, should make reports from time to time; and here is the penalty, and the only penalty, that is attached to that provision of our State Constitution.

Without reading what Mr. Allen read this morning of that same section of our Constitution, it continues: "And the Governor may also inspect their books, accounts, vouchers and public funds; and any officer, or manager, who at any time shall wilfully make a false report or give false information, shall be guilty of perjury, and so adjudged, punished accordingly, and removed from office." The penalty is for wilfully giving false testimony and failure under oath to make a correct report.

Referring now to that resolution that was offered yesterday, I lay down the proposition, as a matter of law, that it was the correct procedure. Mr. Allen as a lawyer knows that when the plaintiff in a civil suit, or when the State in a criminal case, has put on its evidence, that the defendant in the case has the right, as a matter of law, to demur to the evidence; that is to say, to raise the question then and there that the evidence, as a matter of law, is insufficient to sustain a verdict of guilty in a criminal case, or a verdict for the plaintiff in a civil case.

My argument then will be directed to this proposition, that, as a matter of law, the evidence in this case is insufficient to justify articles of impeachment against the respondent. The Constitution does not provide the method of removing a public officer by impeachment, except that the charges are preferred by the House, and that he shall be tried by the Senate. But the Legislature, as it had the power to do under the Constitution, has indicated the procedure to be followed by an impeachment case, and in all other cases for removal of public officials.

The purpose of an impeachment is to remove a public officer from office. The purpose of an action in court against a public officer is the same, to remove him from office. The Legislature has drawn no distinction between the two. Judge Allen, realizing the seriousness of the contention I would make, attempted this morning to anticipate my argument and to convince you that my argument when made would be erroneous.

Article 5961, Revised Statutes, 1925, provides for the removal of an executive officer, and that he shall be removed from office or position by impeachment in the manner provided in the Constitution and in this title, and the removal by impeachment as therein provided for being cumulative of all other remedies with respect to the impeachment and removal of a public officer.

Judge Allen referred to, but did not quote or read, the statute I am going to read, Article 5986: "No officer shall be prosecuted or removed from office for any act he may have committed prior to his election to office." Mr. Allen tries to draw a distinction and say that this statute refers only to local or

county officials. The law does not so provide. It is in one article of the statute, and says no officer shall be so removed.

Judge Allen read to you some decisions this morning, but he failed to read you the last expression of our Supreme Court, and a decision handed down subsequent to the impeachment proceedings to which he referred. Our Supreme Court, in Reeves vs. State, 267 Southwestern, 666, said:

"We construe Article 6055 (now Article 5986) to mean that an officer cannot be removed for acts committed prior to his election to the term of office he is holding. * * * We think the Legislature did not idly enact the article, and that it should be given force. To do so we must apply it only to acts committed subsequent to his election to the term of office he is holding, and from which it is sought to oust him."

Judge Allen also read you from 22 Ruling Case Law this morning, but he failed to read you this statement on page 565, where it is said:

"It seems to be well settled that an officer cannot be impeached for an act committed during a prior term."

All the lawyers of this committee know the highest standing of Ruling Case Law as an authority.

Now the case of the State of Alabama vs. Hasty, 63 Southern, 559, says:

"It seems to be the policy of our Constitution to make each term independent of the other, and to disassociate the conduct under one term from the qualifications or right to fill another term. * * * We, therefore, sustain the motion of respondent to strike from the information all grounds of impeachment based upon his conduct during the previous term of office."

The Supreme Court of California, in Smith vs. Ling, 68 California, 324, said:

"By parity of reason an officer cannot, under the same section, be removed from office for a violation of his duties while serving in another term of the same office. Each term of an officer is an entity separate and distinct from other terms of the same office. If defendant violated any duties imposed upon him as an incumbent of the office of sheriff during a former term, the law furnishes a mode or modes for his punishment, but to remove him from an office to which he has been subsequently elected is not the punishment for such violation of duty prescribed by any law of this State."

In re King, 6 N. Y. Sup. 420, the court said:

"Acts constituting an alleged offense committed prior to his present term of office are inadmissible in evidence as a ground for removal."

In another New York case, Conant vs. Grogan, the court said:

"The courts should never remove a public officer for acts done prior to his present term of office. To do otherwise, would be to deprive the people of their right to elect their officers. When the people have elected a man to office, it must be assumed that they did this with knowledge of his life and character, and that they disregarded or forgave his faults or misconduct, if he had been guilty of any. It is not for the court, by reason of such faults and misconduct, to practically overrule the will of the people."

Here is a statement from Chief Justice Church, in the impeachment proceedings of Judge Barnard, the case referred to by Mr. Allen this morning. Judge Barnard was on trial before the Senate in the State of New York, and the judges of the Court of Appeals of that State, which is the court of last resort, sat with the Senate in the impeachment trial. On this question Chief Justice Church said:

"If I felt warranted in balancing the evidence, in determining that question in a civil action, I might come to the conclusion that the evidence of payment was not reliable; but we are here in a criminal case, where the respondent is entitled to the benefit of every reasonable doubt, both upon the facts and the law, and I cannot say that the evidence which has been produced is not sufficient to create some doubt."

Now I submit, and I believe that ninety per cent of the lawyers of this Committee will agree with me, that under the established law of this country, that this House passes both upon the facts and the law, and the rule is that the respondent must be given the benefit of every doubt, not alone of the facts, but of the law.

Now if you have any doubt, any reasonable doubt, in your mind as to whether Mr. Robison, as a matter of law, could be impeached for any offense, if any he committed, prior to the election of November 6, 1928, then I submit to you that, as a matter of law, you must resolve that doubt in favor of Mr. Robison. These, may it please the Committee, are not technical objections, but they go to the very fundamentals of our

Government, to the end that we may have, so help us God, a government of law, and not of men.

Judge Allen referred this morning to the case of Ferguson vs. Maddox, and announced that that decision was a judgment of the Supreme Court of this State. I know he did not intend to mislead you, but that decision is not a judgment of the Supreme Court. Lawyers know that a special court only decides the case before it, and that decision of a special court is not a precedent, and may be completely ignored by the court itself, the regular court, in any other case of a similar kind or character. Mr. Coke is an able lawyer of Dallas, and he wrote the opinion, but it is simply the opinion of a lawyer, and is not an opinion of the Supreme Court of Texas.

In Nebraska they have a method of trying impeachment cases like this: The Legislature returns articles of impeachment, and the case is tried, not before the Senate, but before the Supreme Court itself. This was done in order to remove all political prejudice and hatred from impeachment cases, and in order that a public officer charged with high crimes and misdemeanors could be tried according to law. The Supreme Court of Nebraska has defined what is an impeachable offense, but before I get to that definition I want to refer to one other matter.

Mr. Allen referred to the fact that impeachment in Texas must be for high crimes and misdemeanors; that that was true, even though the Constitution prescribed no offense for which a man could be impeached. He is correct in that statement, but is incorrect as to what the common law is. Mr. Blackstone, from whom we have inherited our common law doctrine, makes this statement, in Book 4, page 259:

"An impeachment is the prosecution of the already known and established law, but a presentment to the most high and supreme of criminal jurisdiction by the most solemn grand inquest of the whole kingdom."

Then the common law is that an impeachment is a prosecution of the already known and established law. In other words, this House and the Senate of this State cannot fix crimes and try and convict men in public office for having committed those crimes. A respondent in an impeachment proceeding can only be tried and only convicted for offenses under the known and established law. I challenge Judge Allen and his able associate to show any law established in this State that it is a high crime and misdemeanor for a public official, when in financial and physical distress, to receive gifts from his friends. It is not a violation of the law, and this Committee is going to try this respondent according to law, to the end that we may have a government of law, and not of men.

In the Nebraska case, State vs. Hastings, Attorney General, 55 Northwestern, 774, this was a case where an attempt was being made to impeach and remove from office the Attorney General, Secretary of State, and another high State official of the State of Nebraska, for failing to keep proper accounts and make proper disbursements, and to make proper contracts in the expenditure of a large sum of public money appropriated by the Legislature for the building of State institutions. The Supreme Court of Nebraska said:

"It may be safely asserted that where the act of official delinquency consists in the violation of some provision of the constitution or statute which, if denounced as a crime or misdemeanor, or where it is a mere neglect of duty, wilfully done, with a corrupt intention, or where the negligence is so gross, and the disregard of duty so flagrant, as to warrant the inference that it was wilful and corrupt, it is within the definition of a misdemeanor in office. But where it consists of a mere error in judgment, or omission of duty, without the element of fraud, and where the negligence is attributable to a misconception of duty, rather than a wilful disregard thereof, it is not impeachable, although it may be highly prejudicial to the interests of the State."

Have they shown any evidence on the part of this respondent or of those gentlemen who made those gifts to him of a wilful intent to do wrong? You know the lands had long since been reappraised, the work was completed, and Mr. Robison was in distress, and those citizens of Texas, out of the goodness of their hearts, felt called upon to help that old man. There is not a word of evidence of a wilful intent. Wilfully done, with a corrupt intention. Mark that. Before you can convict this respondent, as a matter of law, and according to law, they have got to show a corrupt intent, and they have not done it, and they cannot do it.

"But where it consists of a mere error of judgment, or omission of duty, without the element of fraud, and where

the negligence is attributable to a misconception of duty, rather than a wilful disregard thereof, it is not impeachable, although it may be highly prejudicial to the interests of the State."

That is the law, and I ask this committee to follow the law as declared by the courts.

Senator Davis, in Johnson's Impeachment, Volume 3, page 157; and before I read what he said I want to make this observation, that Senator Davis, I believe, was from the State of Ohio, and was afterwards, and for a long time, a Justice of the Supreme Court of the United States; and here is what he said:

"But the position that the Senate, when trying an impeachment, is a law to itself, is bound by no law, may decide the case as it will, is illimitable and absolute in the performance of certain restricted judicial functions in a limited government is revoltingly absurd."

That takes us back to the common law, as declared by Blackstone, that an impeachment is a prosecution of the already known and established law.

There is no law, and was no law, requiring the Land Commissioner to keep this one cent an acre fund in any particular manner. The law simply required him to pay the expenses of reappraisement, and whatever was left to return it to these land owners, and then it became the property of those land owners, and they could do with it, as Judge Hunter testified, give it to the Baptist Church, the Methodist Church, or to Mr. Robison, if they wanted to. There is a total failure to show fraud or corruption or intent to corrupt this veteran public official that the people of Texas have honored for eleven times. Where is there any public official in Texas, with the exception of a few of our distinguished jurists, who have been so often and so long rewarded by the people of Texas?

Senator Doolittle, in Johnson's Impeachment, Volume 3, page 240, said:

"But to say that a high public officer, with good motives, and with an honest intent to obey, although he mistakes the meaning of the statute, can be found guilty of a high crime or misdemeanor, which shall subject him to the heaviest punishment which can fall upon a public man in high office, is to assert a doctrine never before heard in any court of justice."

Mark you this, that among the articles charged against President Johnson was that he had refused to obey an Act of Congress itself, while the evidence before this Committee shows a complete and at all times willing obedience by this public official, the Land Commissioner of Texas, to the laws and mandates of the legislative department of our government.

Senator Fessenden, in Johnson's Impeachment, said:

"Granting, for the sake of argument, that the latter construction is the true one, it must be conceded that the power thus conferred might be liable to very great abuse, especially in times of high party excitement when the passions of the people are conflicting against a perverse and obnoxious public officer. If so, it is power to be exercised with extreme caution when you once get beyond the line of specific criminal offense."

Mark you, that these Senators of the United States were without exception Republican. Senator Fessenden was from Maine, and, as I stated, Senator Davis was from Ohio. And Judge Allen, standing on this platform this morning, announced to you a definition of an impeachable offense exactly like the one that was given and urged by the House managers of the prosecution, led by the radical Republican, Mr. Butler of Massachusetts, in Andrew Johnson's impeachment; and the Senate of the United States, to its everlasting honor, refused to acept any such definitions.

You know, and I know, it is not right. You may have the power, but you haven't got the right, to impeach a public official elected by the sovereign people of Texas, and remove that choice of the people of Texas from public office, unless he has committed some offense established and known to the law at the time the offense was charged.

Read your law books, consider this evidence, and nowhere will you find where this respondent has violated any established and known law of this State.

These things are fundamental, may it please the Committee, to the end that we may have a government of law, and not of men.

In the impeachment of Belnap, Senator Wright made the following statement:

"Because it does not satisfy me upon this point beyond a reasonable doubt, and because it is quite wanting in everything like directness and force, I feel bound to vote, 'Not Guilty.'"

As a matter of law, law of the highest importance, every doubt, both as to the evidence and as to the law, must, as a matter of law, be resolved in favor of this respondent.

I have attempted to discuss to you gentlemen my honest, sincere conception of the law of this case. My associates who follow me will discuss both facts and possibly the law also.

It is a matter in which we feel keenly; it is a matter of the highest importance; but isn't the most important thing after all, that we have a government, a government of law, and not of men?

Before I conclude I must refer to this one fact. To our amazement, the attorneys representing the proponents in this case brought into this the University squabble. Here was the Land Commissioner, the Attorney General, Board of Regents, Judge Batts, of the Board of Regents and of the Gulf Production Company, and General Wolters. And I want to say very clearly that I have a love in my heart for General Jake Wolters. I think he is one of the finest gentlemen I know. He appeared before the Land Commissioner as a lawyer representing a client, as he had a right to do. Mr. Batts appeared before the Land Commissioner, representing his client, as he had a right to do. But they did make an effort to prevent these lands from being placed on the market.

Now it does not matter, so far as this Committee is concerned, whether the Governor was right, the Attorney General was right, or these oil companies were right, or the Board of Regents were right. You know that from all the evidence brought in here that we will assume, as we did assume, that these public officials, every one of them, were conscientiously trying to follow their duty as laid down by the law.

Now you cannot impeach a man for trying to do his duty. In Mr. Robison's case, in this particular instance, the court, in so far as it had passed on this question, has upheld Mr. Robison's views, and Judge Allen was clearly in error this morning when he stated that the court down there held that Mr. Robison could postpone the sale of all of those lands. The court did not hold that. The court held, for these lands for which there was no specific demand, he could postpone the sale, as he had done. In other words, the court upheld Mr. Robison's action in obeying the opinion of the Attorney General as to those lands for which there was no specific demand. The court also upheld him in refusing to postpone the sale of those lands for which he had specific demand.

Now, as I say, regardless of whether the Governor, the Land Commissioner, and it so happens that I have voted for all three of those public officials, and they would be my officers, whether I voted for them or not, but they are particularly mine in view of the fact that I voted for all of them, I assume, as this Committee should assume, they were all sincerely trying to do their duty.

Now these attorneys for the proponents are able lawyers, and I congratulate the House on having as able lawyers as can be found anywhere. But I ask this pertinent question: Why did those able lawyers inject that question into this case, when they must have known as lawyers, under the evidence that was before them in the bound volume of the evidence taken before the Investigating Committee, that all the facts with regard to the University squabble could not possibly create any character or kind of an offense for which Mr. Robison could be impeached?

Then isn't it possible—I do not make the accusation—I leave the suggestion with you—that they injected that question into this case in order to bring in the political side of this controversy, with the power of the friends of the Governor and the Attorney General and the oil companies and the Board of Regents? I do not know of any other purpose the gentlemen could have had in injecting that question into the case. But when they injected it into the case we had a right to answer it, and we have answered it completely.

I thank you.

Mr. Price: Mr. Speaker, Ladies and Gentlemen of the House—My associate counsel has just stated to you that the counsel for the respondent in this case and Mr. Robison himself, appreciate very deeply the courtesy and patience and kindness that has uniformly been exhibited by the members of this House during the course of this trial.

I know that at times it was tedious and possibly tiresome; I know that during this trial you, as Legislators and lawmakers of this State, had a sense of your duty to perform the trust imposed upon you with reference to the making of laws. But be that as it may, these charges were filed, the resolution was adopted, and under the rules of law and right the respondent being charged with probably the most serious charges that can ever face an officer, we, in our feeble way, have endeavored to defend him in these charges and in the performance of that duty time has been required.

I appreciate the fact, ladies and gentlemen of the House, that very little

bitterness has crept into this trial; for the most part the attorneys for the proponents and the respondent have gotten along reasonably well, and that is as it should be, my friends, for I was thinking the other day, when there was a stress and strain in this House, when blood was running high and feeling was intense, I looked over the faces of this assemblage and the thought came to me how very passing and transient is the life of an individual.

Here is this aggregation of men, fighting and contending for what they believe, active with the flush of life on their cheeks, the thought came to me that probably in three decades not a single adult in this assemblage may be in the land of the living. In a few short days this chamber here shall see no more of most of us. New faces will appear and new voices will resound here, but my friends, regardless of the transiency of individual life, thank God we have in this country enduring principles of right and wrong. They have been established in the past, they were approved at the time this government was formed, and these principles of right shall endure as long as our institutions endure.

My friends, one of the principal differences I think, between human beings and animals is this: that the human being possesses reason. His life is moved, or should be moved by reason rather than by emotion. Not impulse, not excitement, not to appeal to the rancor and prejudice of men has built up this race and our country, but at all times, in times of storms or calms, this government has been preserved by those who love reason, who in the winds of rancor and hatred will not be swerved from the right course, and in presenting my feeble argument to you this afternoon, if I have a truthful wish in my heart, it is this, that I shall appeal to you from the standpoint of reason, of rights and of law, rather than from an emotional standpoint or from the standpoint of prejudice.

We heard this morning the address of Colonel Allen of Dallas. I bestow no unearned bouquets when I say that in my opinion, Mr. Allen is one of the shrewdest, one of the most cunning, one of the most persuasive prosecutors, in the State of Texas.

The proponents of this measure are to be congratulated upon securing his services. He has the experience, the native talent. For years he has defended those charged with crimes in North Texas, and he has an enviable record. He made a powerful speech. He touched on all the strings of sentiment. He played the chords of emotion from the bass to the treble. But, my friends of the House, I sat there at the table and just wondered. Judge Allen secured to prosecute. I just thought what if Bob Allen had been on the other side of the table in this case; if he had been armed with the facts established in this case, which upheld the Land Commissioner, what a powerful speech he could have made for the respondent.

Sitting there as a young man, without so much experience and not hurt or contaminated with great legal learning but feeling in this case as I do, I just thought how great it would have been for Bob Allen to have expended that effort on the side of the respondent. He made a great speech for the proponents. He could have made a better one for the respondent.

I trust, members of the House, that you have not been swept off your feet nor led into devious paths of fallacies and sophistries by the able argument of Judge Allen.

Now, my friends, the proceedings of impeachment is not a new thing. It is almost as old as the institutions of man. It has been used, it has been abused. Some of the leading statesmen of this country have had occasion to remark that it is one of the most dangerous instruments in the hands of our republican form of government, for the reason that in time of stress and prejudice, men are likely to do things that they will regret thereafter. J. T. Robison is not the only innocent man who has faced charges of the kind that have been presented here. He is not the only morally honest public official of Texas who has had to run the gauntlet of political and relentless persecution. General Sam Houston, who more than any man, forged the destiny of this State, who more than any one man won its independence as a sovereign nation, who contributed his life and his services to his country, lived to see the day that when he passed along the roads he was hissed at, spit it, and reviled.

Our first President was accused of all character of offenses. He was reviled, he was accused of embezzlement, and just as powerful forces, men as learned and as astute as Bob Allen did not hesitate to raise their voices against that man who had gone through Valley Forge and raised the standard of a new republic at Yorktown, and the old fellow, in his tottering age, re-

marked that he had rather be dead than to be President.

Gentlemen, in this case, Mr. Smith has outlined to you the law that obtains in this proceeding. I think he has shown you, beyond any doubt, that an impeachable offense, that an impeachable offense is not presumed mere irregularity—some irregularity, but an impeachable offense in law and in fact, and we challenge the prosecution to prove it otherwise, that an impeachable offense, high crimes and misdemeanor is one that goes to the intent.

Judge Allen in his address approvingly quoted this definition. Here is what Judge Allen said: "That a high crime and misdemeanor means grave, official misconduct, not official misconduct, grave official misconduct." What is the meaning of the word grave? Weighty, heavy, extraordinary.

In all due deference to my friend, the learned counsel from Dallas, Judge Allen, my friends, if I am correct in the doctrines he has announced in this trial here today, with such force and feeling, if that be the law, if that be your duty, to act on the law as he has stated it, if it be an impeachable offense to receive a gift, if it be an impeachable offense for a public official to receive a gift, irrespective of whether it involves you or not, if it be an offense to fail to keep books or accounts in some particular way of the fund contributed by others and not the State, if it be an offense lastly, for your veteran lawyer, the Land Commissioner, to differ on a point of law with the Attorney General, and the Governor and the Board of Regents, then I say to you, if that is the law, if that is your duty, for you to point your finger at him and say that, you cannot afford to look your constituents in the face if you do not follow the demands of them, then I say to you, if that is your duty, and your conscience demands that you express that duty, that you exercise that duty, on any one of those things, you would have to start, to start up here in this lofty turret and come on down to the basement, because there has scarcely ever been an official in Texas who has not done some one or more of those things.

Judge Allen, in this case, is basing his whole argument on the law of the Medes and Persians. Carrying his fallacy to its logical conclusion, I thought of an incident that happened here. Mr. Keaton, my good friend, over there, is interested, perhaps, in a concern that sells ice cream. Here we were on yesterday having this prosecution before you, ladies and gentlemen of the House. While this proceeding was going on, we stopped this proceeding against Mr. Robison, and the pages came in and gave you, gave to you members of the House some of this ice cream. A gift. A gratuity. In doing that, I know that you gentlemen were absolutely guiltless of any crime. But, if there be a difference in that, and a difference in the gifts and gratuities accepted by Mr. Robison, it is a difference of degree and not of kind. And who would be heard to remark here in this Chamber that the Legislature of the State of Texas, in accepting that little gift, that the legislators of the State of Texas, were men who are bad, men who are so bad that they would sell out to that ice cream company, or that that act made them guilty of high crimes and misdemeanors?

Gentlemen, in this case, regardless of the quibbling of the law books and the differentiation of legal terms, regardless of what Blackstone says or what the law books may say, it seems to me, gentlemen of the House, that you have presented here to you a question not of wrongdoing, but of right doing.

Somewhere in the human heart and mind, somewhere in the human heart and mind, not alone of lawyers, but all men, there is a pretty good understanding of right and wrong. You are called upon here today to prefer articles of impeachment against an official of your State, who has served you for more than a third of a century. You are called upon here and now to cast a stain, to cast a stigma, to besmirch the name of that good man, the name of his family, and I say to you here and now, I do not believe you will take that course, but if you do, I think that you would be stigmatizing the name of one of the noblest Christians, one of the purest men that God ever molded in your State. A man who is guileless. I submit to you that he has shown throughout all of this proceeding not an effort to cover up anything, but as simply as a child, with a heart open and undefiled, he has gone to his office, brought all the checks in regard to his private bank account, opened the doors of his office to his prosecutors, opened his mouth and testified to all the evidence elicited in this case, his evidence which he has given, and upon which these charges have been based, and which was evidence which he did not

have to give. Hold that in your minds, gentlemen of the House.

Now, let us take up these first charges. Now, I know and you know, that it has been argued here that the fact that Mr. Robison since 1905 has been an honest man; has kept the monies of the State faithfully. Mr. Allen said that that did not amount to anything here. But let me tell you, members of the House. It seems to me that I recall some part of the Holy Writ which says this: "Not by words of mouth, but by their fruits, ye shall know them."

Judge Allen has had to concede in this case, that from the time your Land Commissioner went into office, on down to the time of this controversy, that he handled all your money and the money of your constituents, something like eighty-five millions of dollars, without a public, without a scintilla of a charge that he has ever misappropriated one thin dime, Mr. Hines, and when we wanted to show that, then the astute attorney from Dallas, seeing the effect it would have on this body, got up and conceded that for this great number of years he had handled that office, that he had handled it in a faithful manner, that in the handling of these vast sums, he had handled it not only faithfully but perfectly.

Gentlemen of the jury, in this case, if Robison be guilty, it goes to his character. If you impeach him on these charges, it is an accusation and you must add to that the blot that he is a bad man; that he is a dishonest man; that he has deliberately and wilfully acted wrong.

Now, I want to submit to you, and don't you know, that character is something that grows up early in life. It is seldom, very seldom, that a man will go through life honest and righteous, and then when his hair turns gray and he stands on the edge of eternity, turns out to be a wrongdoer. I submit in all candor and frankness, that the fact, undisputed, that J. T. Robison, through all of these years has handled your money and your affairs perfectly, as counsel for the proponents have stated, that that is evidence of the fact that he has handled this one cent per acre fund without any defalcation or embezzlement.

Now, mind you, in this case, this is a criminal prosecution, and a criminal proceeding. The books all say that. There is no need arguing that. He stands in the shoes of a defendant, just like any kinky-headed nigger in the District Court of Travis county, gentlemen. You have charged him here with wrong doing—with embezzlement, high crimes and misdemeanors, and we say that under the law, and right, that it properly places the burden of proof to establish those things, beyond a reasonable doubt, upon the proponents of this measure. Now, have they done that?

Briefly, I wish to consider this one cent per acre fund. There is no need to go over the entire details. You are perfectly familiar with the law. That is, the law, when it was first enacted, it provided that the balance should go to the State Treasury after the payment of the entire expense of reappraisement. Now, before that expense had been ascertained, before that expense had been ascertained, the law was changed. Mr. Robison did not do it, and the law, as changed, provided that the balance, if any, should go to the land owners who contributed it in the first place. Now, it is not only our opinion, or the opinion of counsel for the respondent, but as stated by Mr. Pope out there the other day, it is the opinion of sixteen of the ablest lawyers of the State, including one ex-member of the Commission of the Supreme Court, that it was a private fund and his handling of it was not and is not an impeachable offense.

Are you going to resolve a doubt in favor of the prosecution, or are you going to resolve it as the law says you shall resolve it, in favor of the respondent?

Now, then, a great deal has been said here, ladies and gentlemen, about the expense incurred by Mr. Robison—how he handled that fund. You listen a moment. Let's get down to practical matters. Here is Judge Freeman. I want you to listen to this. This is a homely illustration. Here is Judge Freeman, a lawyer of Sherman, Texas. His client comes in and says, Judge, I want you to go to Austin to represent me, on a matter of business. I want to pay your expenses, Judge. What will they be? The Judge says, I really do not know. Well, here is $150, Judge Freeman, to pay your expenses—pay it out of that. A trust fund. Yes, sir. Judge Freeman, being busy, gathers up his brief case and boards the interurban for Dallas. There he gets on the train, eats his dinner on the dining car, he tips the porter, and having many things on his mind, does not scratch it down. He comes on down to Austin and pays his cab fare. All those are incidental expenses, and finally when he gets through with his work, he

returns home and finds that out of the one hundred and fifty dollars he has ten dollars and twenty cents left. What does he do in submitting his account? He merely does what the ordinary man would do. He sits down and shows that he perhaps spent so much for transportation, so much for hotels, and so much for incidentals. Under such conditions as that, would Judge Freeman's client be justified or warranted in saying, Judge Freeman, you are a defrauder, you are guilty of high crimes and misdemeanors, because you cannot show an itemized account of every expenditure that you made.

Now, gentlemen, in this case, Mr. Robison took the position, he took the position that he would pay these expenses incident to this reappraisement, and then, when he had finished, there would be a certain amount of money in the bank, and that would properly go back to the landowners. He did not construe that act, and we do not construe that act, as making that a public fund, a trust fund. It was not the money of the State of Texas, and could not, under the law, become any part of the public funds of this State, or as stated by one of the ablest and most unprejudiced attorneys of Texas, and I quote almost literally his exact language, not just my language, nor Mr. Smith's language, nor Mr. Moses' language, but the language of a disinterested, noble, patriotic lawyer, and he says that if the State of Texas had taken any part of this money, that the landowners could have sued and recovered it from the Land Commissioner.

You know, it was amusing to me, gentlemen of the House, when Judge Allen started in on the prosecution of this case, he started with great clamor and gusto when he was examining Mr. Hedick while on the stand; how very essential it was for Mr. Hedick, or the receiving clerk, not to get this money and put it in the State Treasury. Judge Allen soon found out that that would not work. Why? Because if the receiving clerk had gotten that money and put it in the State Treasury, the Commissioner of the General Land Office could not have drawn it out and paid these necessary expenses.

Now, gentlemen of the jury; now, let's see. In this whole matter there has been an effort to run over and snoop and sniff around and get down in to some little nonsensical matter to pick out some isolated check, and say, Mr. Robison, what did you do this for. I submit, gentlemen of this House, and ladies, that if you are as faulty as I am in memory, that not a one of you here today can go back to 1925 and say, when you are presented with a check that you had given at that time, and be able to tell just exactly what it was for. The burden of proof, ladies and gentlemen of the House, is on the proponents, and I demand the proof. Not only to show that books were not kept—there is no law that you can show that commanded Mr. Robison to keep books on that fund. You have got to show not only that no books were kept, but that the money was actually misappropriated. I say to you and I stand here now, asserting as a matter of law and right, that you ought not, by suspicion and the mere fact that it could have gone to something else besides the expenses incident to this reappraisement, bring a stain and stigma against an official, who, up to this time, has stood well and high in the opinion of the people of this State.

Let's see. I think it was Daniel Webster who said that "Crime is its own detector." You voted now to hear us, and I know that I am not an orator. I know that I am not fascinating, but I feel this thing deeply and I want your attention on these things. Mr. Allen waves his arms and says thirty-two thousand dollars, gobbled up by the Commissioner. Thirty-two thousand dollars gobbled up by the Commissioner. Gentlemen and ladies of the House, everybody that knows anything in Texas, knows of the frugality and saving disposition of the Land Commissioner. If he got that thirty-two thousand dollars, where is it? Able investigators have plowed like moles around in the dirt to get evidence against the old gray-haired gentleman who sits there. Young men in the prime of life, with keen minds. He comes here with an open face and says what property he has. What did he say? "I have got a little home of 160 acres I bought years ago. There has been a lien against it here until recently." Chickens and eggs.

Oh, gentlemen of the jury, the crook and the defaulter and the embezzler, is the man who wears diamonds, whose wife does not come into public places dressed in black, whose wife does not come into places of this kind dressed in raiment of that kind, but you know, and I know, that that character of man, however careful he is, makes a display of it.

Mr. Allen, the able prosecutor from Dallas, and I wish he was here. I listened to him with a great deal of inter-

est. Mr. Allen, you say he got thirty-two thousand dollars. Where is it, Mr. Allen? Is it in bonds? Is it in lands? Where on earth is it? And, gentlemen of the jury, at the very time this man had received sixty-eight thousand dollars, it was available to him, it was in his name as the J. T. Robison, Special, account, yet what do we find? Why, gentlemen of the jury, this thing is enough to anyone who knows facts as I know them, and as I know you know them, to really doubt in his own heart the permanence of American institutions. We find that this old man, after receiving that money, in what condition? Taking his life insurance policy that he had for $5,000, paid up, which alone is enough to, perhaps, stay the wolf from the door of his good wife, who has stood by him through all these years. Here is a man they say stole thirty-two thousand dollars, taking his life insurance policy and putting it up down here with Sam Sparks. We find him again borrowing one thousand dollars on another insurance policy that he had in his possession. A slave to duty, baffled and buffeted by the storms of life, serving the people of his State with an unprecedented and I defy anyone to show a better record. They come here now and insinuate and say that he got thirty-two thousand dollars of that money when he was mortgaged to the hilt. His life insurance policies, he had placed up as collateral for loans, and as a fitting climax, one of these gifts came and lifted the mortgage from his homestead. Crook? Oh, listen, gentlemen. Did he say crook? Did he mean that seriously? Did he say defaulter? I hold up to you this statement—that you do not see a man of that type going to his creditors, and being willing, Brother Chastain, to part with half of his homestead—that he might pay his obligations to his creditors. That is the kind of a man J. T. Robison, your Land Commissioner, is. A man 67 years old with $68,000 in his possession, who would do that when his creditors were pressing him. He has a little home down here with chickens on it, but I will surrender you 80 acres of this land of my homestead to pay you folks.

Oh, gentlemen, there are few circumstances in this case that speak louder than words. I think it was Ralph Waldo Emerson who said when some person was talking to him:

"Get a little further away from my ear. Your acts are so loud that they drown out your words."

I submit, gentlemen of the jury, that the acts of the Commissioner throughout the years, the fact that he is insolvent now, and we stand here and challenge the investigators, whoever they may be, to locate one piece of property. We stand here now and say that the physical facts in the case negative and sweep away the accusation that the Land Commissioner, J. T. Robison, embezzled any part of that fund.

Oh, Judge Allen would apply a very strict rule to Mr. Robison—a very strict rule, a rule that I say would cramp me and cramp you—a rule which, if generally exacted under his definition, makes crooks out of us all.

In concluding my remarks on that phase of the case, I wish to leave you this one summarized thought. Boiled down, it is this. Mr. Robison had this money to pay the expense of reappraising the 6,800,000 acres of land. The balance was to go back to the land owners. It is not a question about bookkeeping. It is a question of what he did, if he did that. If there remained any balance, and the rest of the money was spent for expenses incident to this reappraisement, then, how can you say that he is guilty of high crimes and misdemeanors? Mr. Allen spoke of the J. M. Robison one thousand dollar check that was given to him during the Commissioner's illness. The Land Commissioner interpreted that as being an expense incident to the reappraisement—eating that soggy food, I think it was at Marfa, or some place, brought on that trouble. He was stricken there. He used that money for that expense. Has West Texas complained? Now, gentlemen, listen. Has a person who contributed that fund raised his voice against a single expenditure? As Mr. Smith brought out, if you are going to indict and impeach J. T. Robison for his handling of this fund, West Texas landowners, being kind-hearted men, I say by that, that West Texas landowners being bound by that, you will, if you are consistent, indict the landowners of West Texas who contributed to that fund.

Now, then, with reference to gifts. I will pass over that lightly. I am a partisan in this, it is true, but I have never yet learned to quibble with the truth for the sake of interest. There is nothing in the Constitution, Mr. McGill, that says a public officer cannot accept gifts. There is nothing in the statutes. All right, is there anything in custom? Is there anything in custom and traditions? No. Since this Govern-

ment began, it has been a policy of the people of this country to reward faithful and honest officials. The Marquis de Lafayette, a Frenchman, but, thank God, a Frenchman who believed in America, who came over as a young man and gave his fortune and his life for the cause of the American colonies, when he came back to America, broken with age and the cares of a long life of fighting, fighting, fighting for liberty and justice, the American people rose up and presented him with a large amount of land in token of his services to this young nation. Years after, in the Republic of Texas. What did they do? A league or a labor of land for public service rendered. Why, gentlemen of the House, this State did much in the past for those who had rendered a real public service. As stated before, Chief Justice Taft, of the Supreme Court of the United States —now, listen, listen—Chief Justice Taft, who sits on the highest tribunal of the world, the most powerful court this side of the gates of St. Peter, the man who has been President of this Republic, the man who has been Secretary of War, the man who has graced the Federal bench with honor and distinction for years, in this day, right now, the recipient of $10,000 per annum from the Carnegie fund—the Carnegie interests. Thomas Jefferson, the Sage of Monticello, when an old man, battered and torn and buffeted with the fights of his life, when he went back to his old home, it was mortgaged and he was bankrupt, some of his friends got out, just like Judge Halley did, and got up a fund and relieved his financial distress. Judge Freeman will say that he was not an official—that he was not a public official.

Oh, gentlemen of the jury, convict the old Commissioner if you want to, but when you do that, you gentlemen on this jury will convict Thomas Jefferson. Convict the old man in his age, if you want to, but I say when you do, here and now you convict the Chief Justice of the Supreme Court of the United States. It is a poor rule, a mighty poor rule that will not apply in all cases.

It is an axiom of equity that every law student knows about, it has been thundered down through the ages, that equality of law is one of the enduring principles of justice, and here you come now to stigmatize, and disgrace an officer of Texas, one of the chief magistrates of the State, for doing a thing which the majority of your officers have done.

Pardon the personal reference, but I had the good fortune myself, to sit in this Legislature, beginning in 1923. Just an overgrown boy from the country. Did not know very much, but I had heard my father say a few things. My mother talked to me about principles of right and wrong. I have had my good friends Jake Wolters, Lynch Davidson, Senator Quintus Watson and other men who were always interested in legislation, come to me and say that they wanted to talk to me about pending legislation. I did not draw into my shell just simply because they represented some interests that had legislation pending affecting them. I have gone to the Driskill and Austin Hotels with them, and supped with them. I have gotten their views on these matters. While I lived at Texarkana I received all kinds of gifts; grape fruit from the Rio Grande and from the Valley. They came to me from those sections, and I would do it again and think nothing of it, but I am here to tell you now, that when your government commences this snooping around, this snipping and sneaking around and prying into things of this kind, stirring up these investigations in every section, impeaching this man and that man in public office, God knows the time has come when this government will be no more secure than the Mexican government, and not as secure as the social aristocracy of Russia. You keep this thing up, mark my words! A time will come when no able, honest man will aspire to high public office, because in the business of politics there will come incidents in legislation that will seek to throw him out of office in disgrace.

Gentlemen, in the matter of gifts, it has been shown in this case, that that man who sits there at that table had accepted the gifts, Mr. Hopkins, and had they shown that he did that for a valuable consideration coming to him from those people whom he had rendered a service for, I would say to him to leave that table and walk out. That they have not done. But to show the extremes to which they have gone, the extremes to which they have had to go in this case, Mr. Allen has shed this little light on that. Oh, yes, Mr. West gave him that 80 acres of land when he had been doing a service for him. When Mr. Robison testified that everything that was done for Mr. West was a mandatory act that the kinky-headest nigger in Texas could have mandamused him and forced him to perform. Yet this astute employed prosecutor from

Dallas, demands the blood of this respondent because of the West gift. If that is not the record in this case of that matter, I not only beg, but I invite, I challenge correction.

Gentlemen, the weakness of this case is revealed in the crudeness of the accusations; it is a serious thing. Now listen, it is a serious thing, to make accusations of this kind. You know that it is. And yet there was filed, there was filed here and sworn to by a member, Mr. McGill, the accusation, I ask you if this is not the fact, that this Land Commissioner took public funds and for private use paid them over to the Barker Motor Company. A crime, a high crime and a misdemeanor. What did we show really happened about that? The charges were so wholesale that we would have had to have Ernst & Ernst and everybody else in this country to have gone out and looked up all of these matters. What do the facts show? The automobile that the frugal Commissioner, that your Commissioner here, if you please, bought was a little Ford car, which he purchased to use in that reappraisement work and in order to save expense incident to that reappraisement.

Gentlemen, was that an honest, was that a warranted charge? That was a sworn charge here in this case. Now I want to ask each one of you in this assemblage, does not it seem to you that resorting to things like that, I say that in making that accusation, that it could have been learned by the proponents that that was the automobile which was purchased by Commissioner Robison to make these trips in. That shows by way of example in extraordinary clearness the wanton disregard of the facts that would have been ascertained. In presenting these charges, the resourceful Judge Allen had to get up and say that we have withdrawn from that. We have withdrawn. Gentlemen, it is a pretty come-off when a prosecutor with a sworn affidavit as the basis of his accusations, rises before this Committee and says that we have —we just have to withdraw from those charges.

Now, passing hurriedly from the question of gifts. Those other gifts were all of similar nature. Mr. Allen says that no one has ever given him anything except for value received. Well, I am not a particularly popular person, but I have received numbers of gifts. I had a case one time, when I was considerably younger, a good many years ago, and I had the good fortune to win that case for my client. He came to my office and asked me what he owed me. I said five hundred dollars. And God knows that looked like a cool million to me at that time. He said to me then, Lloyd, you are just starting to practice law, and you are going to have to learn how to charge and he wrote a check for me for $500.00.

Gentlemen of the jury, there was a time in my life when I believed very much in men. But as I grew older, and got away from the passion and prejudices of life, the more I came to understand that there are yet noble traits of character in human breasts—thousands who are indeed, ready to bestow where they have not received any consideration, and I say that it is a stigma, it is an unwarranted accusation against these people who gave these gifts to accuse them of endeavoring to buy off the Land Commissioner.

Passing up the question of gifts, that will be covered by Judge Moses, I want to go to the things which unfortunately I have been brought in on. In fact, sometimes I doubted whether I was being tried, or my good friend, Commissioner Robison. Yes, sir, I was practicing law over at Fort Worth, trying to make a living. These clients of mine came to me and said that this law existed and they would like to bid on this land, but they stated that they did not understand the nature of the law. They employed me to look into it for them, and they employed me to come to Austin and I conferred with the Land Commissioner and filed that written demand about which there has been so much talk. I filed the written demand for the sale of those lands. There is no need of going into the details. But Mr. Robison was not doing anything there for me that he would not have done for anybody else in this assemblage. He did only what was right, because it was a mandatory law, and my clients, as a matter of law, had the right to demand it, and they did in writing. It so happened that my request was the only written, filed request delivered to the Land Commissioner. I will say this in passing. That there was no more wrongdoing in that transaction than in you filing a request for an automobile license. If he had refused to comply with the written demand, we could have gone to the courts and by mandamus forced him to do the thing which he willingly did without that necessity, and he was a good enough lawyer at the time to know it. It was the mere carrying out of a mandatory order of the law. Now the land was offered, and to

be brief about this, let me have your attention for just a few moments; I crave your attention and ask for your patience. This whole impeachment case, hear me, this entire proceeding issues out of, emanates from, was created by and grows out of that land lease sale. The one cent per acre fund would never have been heard of in this Legislature if it had not been for that controversy. As stated here at previous times, certain oil companies did not want these lands sold. Now listen. It has been insinuated that I meant to impute someone's motives by that. That is not true. I like to be serene and calm, but when I am attacked, the only thing I know, the only rule in my code of morals is to strike back and as hard as I can. I have been buffeted and torn and knocked down and dragged out, but never yet have I seen the color of any man's eye, who could accuse me wrongfuly and not resent it. Now, then, there was no wrongdoing on my part by the making of that demand. There is no accusation in the petition of the proponents of this measure that there was any collusion. There was not a word about that. Now, then, I stated that the oil companies did not want these sales made. I still say it. Not that they did wrong. General Jake Wolters had the right to do it. There is no more patriotic man in this State than General Jacob Wolters. These oil companies did not want the oil to come on the market. There would be an overproduction and there would be a corresponding overproduction in gasoline and a consequent reduction in the price of gasoline and the by-products of oil.

And you know Judge Batts. A member of the Board of Regents of the University of Texas. An able and honest lawyer. I just want to give you the facts. I will say this, in that connection. That it has been absolutely necessary for us in this defense to show not only that the Board of Regents as such, were behind this movement to stop this sale, but there were other interests as well which gave us, which gave it momentum. Now, if that be treason, make the most of it. I will say this, too. That the Commissioner of the General Land Office has sworn here, when he has been charged with high crimes and misdemeanors, about this difference between him and the Governor and the Attorney General's Department. He has sworn here that the Governor, Judge Batts and the Attorney General both told him that that was not the law. Judge Batts denies that. You heard the testimony they gave.

Oh, gentlemen of the jury, what have we here? We have a prosecution that would stain and disgrace the Commissioner for what? For refusing to postpone the sale of those lands for which he had a written demand. For doing what? For following a duty, Judge Chastain, as a lawyer and as he should have done under his constitutional oath. Law or no law, gentlemen, I want, I want that voice to ring through your ears. Robison, we know you have been upheld by the Supreme Court time and time again, but here we stand, we big men, as a super-government. We know more about this than the law. It is true that there is some doubt about it. Probably you are right; it will be irregular for you to postpone that sale, but law or no law, go ahead and do what we want you to do. Not what the law says. Gentlemen of the jury, I stand here as an humble, merely as an humble citizen, and a practicing attorney of the bar of this State, and that is all—trying to do my duty as I see it. I have never sat in the councils of the mighty, I have never been a member of Woodrow Wilson's Cabinet, I have never been an Assistant Attorney General of the United States of America, or on the Federal bench, but I say that the doctrine announced here from that witness stand, by the able and learned judge, that when he thinks it necessary he will violate the law, is a dangerous thing. If we have any stability in this country, if we have any stability in this country, Judge McGill, it is this, that public officials, that public officials in the face of clamor and partisanship, will not go break the law and the Constitution and fail to follow it, though the heavens fall, and that old patriot there, who sits there now, who has stood and battled through the years, who has fought those battles through the years, takes the position that he would follow the Supreme Court and not the advice of anyone else whatsoever, though they claim they know the law.

Now then, you are called on to indict the accused; to impeach this Land Commissioner, for refusing to do a thing that was demanded of him by law, in the language of the Supreme Court.

Gentlemen of the House, this thought. Now listen! Every act and contention of that sale that was performed by the Land Commissioner has been upheld by the district court, Mr. Storey. Everything that he did, which the Governor and the Attorney General and Judge

Batts objected to, has been upheld after full investigation by Judge J. D. Moore here in Austin, whom I understand, attended the University of Texas, if I am not mistaken. The matter has gone to the Supreme Court and is now pending there. This very case. Now, would not this be a great thing for the State of Texas, for you to find here that that act of the Commissioner of your General Land Office was a high crime and misdemeanor, let it go down on the pages here, which warranted charges of impeachment, and send this old gray-haired patriot to the bar of the Senate for impeachment? The House and the Senate are the one and only courts. There is no appeal from their decision this side of the pearly gates that can ever correct the error that might be committed here, or that the Senate might commit were it sent to it. In matters of impeachment, you sit as judges of the facts, judges of the law; and are your own appellate court. Here is what you will have. If you believe in fair play, if you indict this man, and send this good man to the bar of the Senate to be convicted on a thing like that, and afterwards in October, the Supreme Court, as it more than likely will, upholds in every instance Mr. Robison in his position, you would then have this remarkable situation. Here is a man, persecuted, stigmatized and disgraced by a judgment from which there is no appeal, and then, after the Supreme Court, sitting up there calm and dispassionate, handed down this judgment that he committed no wrong. The fact that it is doubtful in the courts as to the nature of his acts is an irrefutable argument that you ought not to be swept off of your feet by passion, prejudice or emotion, and lunge forward unthoughtedly bestow a thrust, cut to the heart of this Land Commissioner when he had done no wrong on earth, and then there is no remedy on earth for the wrong done.

Now, gentlemen of the jury, in conclusion, we have endeavored in our feeble way, as best as possible under the circumstances, to develop this case. We have done what we could to develop this case from the respondent's standpoint. We have appreciated your patience and your attention, and I want to say this in conclusion and to summarize. Here is what you have got. You have got the one cent fund; gifts; University controversy. That is all that you have got in this case. What does the law say? That a charge to be sustained had to involve moral turpitude. We submit that the evidence wholly fails to show that character of offense. We submit to you here, that Mr. Robison, the Land Commissioner, bowed down by years, wrinkled and gray, in your service and in my service, a man who through the years has been faithful to every trust, a man whom the sovereign voters have eleven times called to the office of Commissioner of the General Land Office, one of the highest offices in this State. Here he is! Torn, bruised, persecuted, accused in his tottering age. Gentlemen of the House, is that the reward for faithful public service? Is that the reward for faithful public service in this State? If you are going to disregard all that, and say that there was irregular bookkeeping, the taking of little gifts. Yes, Mr. Robison, we know what you have done. We know the service that you have performed, we know that like a true Roman of old, you have gone out and farmed, and you and your wife have toiled and saved and supplemented the family income which you get from the State, but regardless of that, regardless of all of that, on these charges we are going at one fell stroke, strike down, besmirch and bestain that reputation for rectitude and righteous conduct that you have builded up through all of these years, why my friends, ladies and gentlemen of this Committee, you ought not, you ought not to impeach that old veteran, but the rather, but the rather, you should, as the people's representatives of this State, it would be more in keeping, if you should as the representatives of the people of this great State of Texas, and you would be supported by the majority of the people of this great Lone Star State, if you would bring this old veteran officeholder to this rostrum and bestow on him an everlasting token of your appreciation of his service, and instead of hanging on him a cross of crucifixion, you should hang on him the laurels which at one time was instituted even by the Romans who placed wreaths on the brows of their conquering generals. The story is told that in Athens at one time, Aeschines the Just was being impeached. A voter came to the box and wrote his name on an oyster shell. A citizen asked why are you voting to banish Aeschines? He says, well, I am sick and tired of hearing Aeschines called the just. Gentlemen, in conclusion, hear me in this final word. You may, I do not think so, you may stain and besmirch the old gentleman, you may acquit him, you may indict him, you may impeach him, and in his

tottering years you may crush the woman he married by this accusation, but I say here to you now, as I said in the opening of this feeble address, either you stain him, you besmirch his written record, you indict, and you impeach him, you are going to crush and mangle one of the purest, one of the whitest, one of the most honest men that God ever molded for the benefaction of this commonwealth.

Mr. Finlay: Mr. Speaker.

The Speaker: The gentleman from McCulloch.

Mr. Finlay: I move the call of the House until Mr. Moses is through speaking and until 6:30.

The Speaker: Is the call seconded?

A Member: "Yea."

The Speaker: The call is seconded.

(The motion of Mr. Finlay prevailed.)

A Member: Mr. Chairman, if we have to be here under call, I move that the Chairman have the Sergeant-at-Arms call in all the members in the city who are not sick.

(The motion prevailed, and the Speaker so instructed the Sergeant-at-Arms.)

Mr. Moses: Mr. Chairman and Gentlemen of the Committee—I listened with much interest this morning to the very powerful address of the leading counsel for the prosecution. Whatever might have been his status here to yesterday afternoon, no man and no woman in this House has any doubt about what it has been today. It was a powerful argument, a dangerous argument—if unanswered. I am not vain enough to hope to be able to entirely answer it; nor am I vain enough to hope to convince any member of this House, if there be such, who made up his mind before the introduction of testimony that Mr. Robison was guilty, and who prejudged this case in advance of hearing the testimony. I hope I may have the attention of those who are of open mind.

I was impressed, as you were, with the appeals made by my friend, Bob Allen, to Deity. He is a better man than I am; but, with my exception, I don't know any lawyer in North Texas who needs the aid of Deity any more than Bob Allen. It has never been my good fortune to be a communicant. I don't have the honor to belong to the church. But I have that reverence that I think I should have, inherited from a Methodist mother and a Baptist father, who were members of those respective churches each for more than half a century.

To my mind, this has been the most unfair prosecution, so far as Mr. Allen is concerned, I have ever known. It may be that my partisanship is so great—and I admit that I am a partisan—that I cannot accurately judge these matters. But I submit to you that from the time this investigation started until closed, we were clamoring all the time for the fullest investigation and most thorough development of the facts.

My friend, Grady Woodruff, living a short distance from the city in which I live, alleged under oath that Commissioner Robison was guilty of embezzling public funds—charged it in many particulars. That is a serious matter. And when we sought to get opinion from distinguished lawyers, that were in conflict with Mr. Woodruff, we were met with an objection from Mr. Allen. He told you this morning that he did not care a continental whether they were public funds or private funds. I believe the membership of this House have some concern in that regard, specially as to the returned checks that came into Mr. Robison's hands in the fall and winter of last year, if they were private funds, then this Legislature—if you will pardon me in saying so,—ought not to have any concern about it, because it would not be the embezzlement of public funds; the only people who could complain about it would be those men, if there be any, who were forced or coerced into making those gifts. Now, if they were private funds, they had a right to do with those checks as they chose, and the acceptance of them, at best, if you say it is inspired criticism, would be only an impropriety. Perhaps it was an impropriety. I don't believe it was. But it is not a crime—and that is what the members of this House of Representatives are most deeply concerned about.

Another thing, another evidence of the unfairness of Mr. Allen. We brought here from different portions of this State many of the men who made these gifts and bestowed these gratuities. We sought to elicit from Judge Kinder, an ex-district attorney and an ex-district judge, a lawyer of distinction in the northwestern portion of this State, the general reputation of J. T. Robison, and objection after objection was hurled by Mr. Allen to the law officer of this Committee. Finally, when they were met with the ruling of Judge Sinks, saying we had the right to prove

his general reputation,—and the general reputation of a State officer was co-extensive with the entire State—in order to avoid the effect of the tone of voice of those men, whom he knew would have testified with all the fervor and all the sincerity possible, that J. T. Robison's general reputation for honesty and integrity was good, they admitted it—that his general reputation was good. Now, it might be a little thing to Mr. Allen, it might be a matter of no consequence to Mr. Freeman, but when we sought to show, if we could, that this man and his aged wife had reared eighteen orphan children, we were met with another objection. I am not criticizing the ruling of Judge Sinks, but, you know, there is a human side to this; and, thank God, there is a human side to me.

Here is a man charged under oath by Mr. Woodruff with embezzlement in some fifteen or sixteen counts—the embezzlement of public funds; and Mr. Allen tells you that if he was district attorney of Travis county, or of Bexar county, he would have him indicted for embezzlement and would send him to the penitentiary. Mr. Allen may not know the citizenship and the heart and conscience of the citizenship of Travis county, as, thank God, I have known it since 1891. Mr. Allen, as district attorney, could indict nobody, and certainly not in Travis county, unless adequate proof was brought before the grand jury to convince at least nine members that my client and my friend was guilty of a violation of the statute.

I want to read to you, and then pass on, because you are weary and have other things to do. You have the law books on many of these desks. I will call your attention to Article 86 of the Penal Code, misapplication of public funds:

"If any officer of the government who is by law a receiver or depository of public funds, or any clerk or other officer employed about the office of such officer, shall fraudulently take"—that means something to the grand jurors in Travis county, that would mean something to a petit jury if the grand jury should find an indictment—"fraudulently take, misapply or convert to his own use any part of such public money or secrete the same with the intent to take, misapply or convert it to his own use, or shall pay or deliver the same to any person knowing that he is not entitled to receive it, he shall be confined in the penitentiary for not less than two nor more than ten years."

That statute was enacted in 1858.

Now, then, let us turn again to Article 1534, on page 340, in this official book:

"If any officer, agent, clerk, employe, or attorney at law or in fact of any incorporated company or institution, or any clerk, agent, attorney at law or in fact, servant or employe of any private person, co-partnership, or joint stock association, or any consignee or bailee of money or property, shall embezzle, fraudulently misapply or convert to his own use"—get the word "fraudulently"—"without the consent of his principal or employer, any money or property of such principal or employer which may have come into his possession or be under his care by virtue of such office, agency or employment, he shall be punished in the same manner as if he had committed a theft of such money or property."

I don't profess to be a profound lawyer, but I have had some experience in the courts—six years as county attorney, more than thirteen years as district attorney—and I submit to any lawyer of this House, and I submit to the other members of this House who have served on juries in their respective communities, that you would not convict a flat-headed negro of the crime of embezzlement unless his guilt had been established beyond a reasonable doubt and you believed that the act had been fraudulently done; and the district judge would charge you that that was the law.

Now, so much for that character of argument made by Mr. Allen.

Now, let us look at the proof. Let us see if there was any fraudulent intent on the part of Jim Robison. Why, they say this thousand dollars over there that he gave to his son,—you know I have three boys. Somehow, I just wished that boy belonged to me as he sat here and testified. Not one penny did he use for his own use. He paid his own expenses to Del Rio, to San Antonio, and on back to Houston—paid it in an effort to save his daddy's life.

Now, it happens that I haven't very much of this world's goods, but I want to say this to you—some of you know these boys of mine. They would spend a thousand dollars or ten thousand dollars, in spite of all the gates of hell, if they thought it was necessary to save their daddy's life, when his sickness was occasioned in the performance of acts that the statutes and the Legislature of this State had imposed upon him.

What next? Why, he drew another check for a thousand dollars—in September—in October—in October, 1925, and

didn't leave town for a few days to go out West. Now, the Commissioner might be mistaken about the exact day when he started west, but let us go on a little further. You know there were a lot of whisperings around this city when you met here in January. You heard them. Unfortunately, there was a lot of whispers over Texas. One of them was a cruel slander of my friend. My friends, did you hear it? That was that he was a dope fiend. There is not a member of this House who has not heard that.

What else? You know the evil rumors that have been whispered at low breath, emanating from some men living here in the city of Austin who couldn't use Jim Robison and that Land Office for their own selfish use and purposes. But when the sunlight of truth was thrown upon them, they faded. Let me tell you one of them, and which is what the Governor of this State said to Jim Robison, and that was the issuance of the Fred Turner patent on an alleged vacancy out here between the Menard Ranch and the Yeates Ranch in Pecos, a land transaction with Jack Cowden. I don't know Mr. Turner, but I know Jack Cowden. And when your Committee, presided over by your honorable colleague, looked into the rumors and the facts, they declined the invitation of Mr. Turner to go into them. They fell of their own weight.

Now, of course, I wasn't there when this conversation took place between the Governor and the Land Commissioner; but he was very insistent upon the Land Commissioner's doing something that the Land Commissioner thought would be in violation of the law. I don't know whether the Governor threatened him with an investigation of the Fred Turner patent or the Jack Cowden transaction. I do know this, that in this proceeding not one word was said about it, and the former committee declined to go into it after they had investigated it.

Now, what next? Just imagine, Mr. Allen, now, is making his closing argument to twelve men on a petit jury, prosecuting Jim Robison for the crime of embezzlement in drawing out of the bank certain money which he used in an effort to save his life, and other money that he might have used for the same purposes, not directly connected with the reappraisement of these lands. How would he explain to you, gentlemen of the jury? Assume, now, that you are twelve men passing upon his guilt in that case; when, at the request of Mr. Minor—a request that I remember now was put in writing, and then later a verbal request—this man turned over to that committee the evidences of his guilt. Gentlemen, I have seen a good many crooked men in my life; I have seen some of them go to the penitentiary in the courts where I had the honor to be district attorney, but I never knew before of a crook's voluntarily turning over to the district attorney and to the grand jury irrefutable evidence of his crookedness and of his guilt.

If you don't believe what I say as to the law, that in order to constitute embezzlement there must be a fraudulent intent, pick out in this House among your colleagues—there are many able lawyers here, men whose ability—and I don't say it in a spirit of flattery—men whose legal ability exceeds mine—ask them if I am correct. That was only a piece of carelessness, which, perhaps, he ought not to have done; but, in the name of high heaven, it ought not to be enough to send him down in sorrow and in disgrace to his grave.

Mr. Allen says that the people of Texas are looking to your actions today in this matter. I have lived as boy and man in the range portions of the State. and in the sections of the world in which I have resided I know many men. We brought many of those men down here, expecting and hoping to use them as witnesses to the good character of J. T. Robison and for other purposes. Let me tell you what a lot of them said when they went home: "Dayton, wire me as soon as the House of Representatives acts, and wire me collect." You can cross this river to the west of us, on whose water I was born and reared, and you go from here to El Paso, and you can take the poll list of every county. commencing with Blanco, Llano and Burnet, and go west, and get a consolidated poll list out of the first hundred men, and every county after that, after having heard the evidence adduced on this trial, as they have read it, they will tell you that in their judgment Jim Robison is an honest man.

If you will pardon me for making this personal reference, a suggestion was imparted to me the other day that some of the members of the House wanted to know what oil companies his lawyers represented. I never represented one in my life. I was one of the attorneys who sued one of them; and my friend, John Townes, I think, has a distinct recollection of the payment of a considerable sum of money to the clients whom I, in part, helped to repre-

sent. I am representing Jim Robison, and, if you will pardon me for seeming to testify, because I have that faith and confidence in him that that host of men whom you saw in this gallery, and in those galleries there, and around the hotel lobbies in the early part of this investigation, have in his honesty and his integrity. They knew that I was representing him without fee. I don't claim to be better than other people. There is no halo around my head, as, I thought, I could almost see around Bob's this morning. But friendship means something to me, and when your friends are in trouble and you can help them, thank God, I am one of the thousands in Texas who will go to their assistance and their relief.

Talk about this man being crooked! Ah, those were cruel words by Mr. Allen this morning. In a conference, after the Van Zandt resolution was adopted, with Senator Price and Mr. Smith and myself, the Commissioner said to us, "Gentlemen, I must go home. We have no help out there right now. Mrs. Robison is sick, and I must go home and milk." Oh, it may be a little thing, ladies and gentlemen of the House. But the school of experience in which I was taught, the school of experience in which I was raised on the cattle range on the Little Wichita and the Big Wichita rivers when I was a boy, taught me that a man who had embezzled at one time $32,000, at another time twenty odd thousand dollars, out of this fund, would have some of it left. Now, use your heads. If you don't do it, use your hearts. That man has lived in this city since 1895. He is not a drinking man, he doesn't gamble, he doesn't have many of the indiscretions that unfortunately I may have—and perhaps that none of you possess. (Laughter.) What did he do with this money? I think I am warranted in saying he is a moral man. What did he do with this money if he embezzled it? Let me say this to the younger members of this House: With life before you, with your ambitions that you hope to attain and accomplish, the greatest tragedy in life is old age. And if you live long enough it will come to you. So far as I know, and I am older than many of you, I am in possession of what faculties I have ever had; but the time will come to me, as I have seen it come to so many old people, when their eyes get dim, when their brains get sluggish, Jim Robison is sixty-eight. He has not the physique that Nature has endowed me with; he has not the constitution that I have. In this House of Representatives, in the old Capitol, my father served as a member of the Legislature—in 1876—he served again in 1889. There are men in this House who know that for sixty years or more he had the most remarkable and the most marvelous memory you ever knew. In that beautiful and sacred work in the Masonic body, he had no superior up to within two years of his death. And yet, his body became tired; his, to my mind, wonderful brain became tired. He became careless about some things. And as sure as the night follows the day, if you live, Grady, it will come to you.

Nobody knows better than lawyers of considerable practice and experience—and as a country lawyer of twenty years' experience in the practice of law at Burnet, I had my share of those, as you have—that guardians, executors, get careless. But, thank God, they don't try to crucify them and brand them as embezzlers, brand them as crooks, as it is thought by the distinguished counsel representing the prosecution should happen in this case. I try to tell the truth. I am reasonably truthful, I think, and I am reasonably candid. I can look back over the transactions of this sick man—and he is a sick man now—since 1925; I would say, "Jim, you ought to have kept an accurate record of these matters." Have you always done that yourselves? I might have said, "Jim, I don't think it is wrong to accept an occasional gift, because I have done it myself while I was a public officer." And I am about the age of Bob Allen, and he is the only lawyer living in Texas today who subscribes to the doctrine that he announced here on this platform here today. Now, Bob might not have any of the vices I have; but if he were a drinking man—and about which I don't know and don't accuse him—of course, if Bob was district attorney of Dallas he wouldn't let anybody give him a drink.

Mr. Forbes of Parker: Ought not to.

Mr. Moses: Brother Forbes says he ought not to, and I am quite sure that Brother Forbes doesn't do that. I wonder if a majority of the men members of this House can subscribe to and say the same thing.

Now, let me tell you something more. I am trying to talk to you on a level with your eyebrows. You know, there were just two perfect men that ever lived. I am one of them and the other they crucified in Jerusalem, nineteen hundred and twenty-nine years ago. Before that man was crucified, he was on

the seashore one day. An unfortunate woman came along. Now, let me make the application—I hope Brother Forbes has preached from that at times in his life—let me make the application as we go along. Sixteen of the best lawyers, who are as good as there are in Texas, say that was a private fund. They disagree with Mr. Woodruff. Then, if Jim was using too much of that money, it was their money; and I make this observation, that in my opinion there was not a member of this Legislature who has had a letter, a telegram, or a telephone call from any man or any woman who contributed to that one cent per acre fund who ever made any complaint to you. Some Pharisees, I might get it mixed, Brother Forbes, but I will call them Pharisees—told our Savior He was guilty of an offense for which He should be stoned to death. And He wrote her sins in the sand. He said: "Let him who is without sin cast the first stone."

Mr. Forbes: That is right.

Mr. Moses: "And where art thy accusers?" When the men and the women of West Texas who have the same kind of confidence in Jim Robison that I have in him are not complaining about this matter, in the name of God and high heaven, why are you taking up so much of the time of this House, when the people think you ought to be enacting some kind of legislation? I am a partisan, and if I hurt any of your feelings, remember I am not doing it maliciously. I see men here—because I know that West, I know the hearts of those people, because I have lived among them all my life. Born on a stock farm, lived practically all the time in the range district, worked as a cow puncher up around Archer City and Wichita Falls, represented them as their attorney since 1916, I know the sorrow, I know the distress with which they were confronted in 1925. Bankruptcy everywhere. In the cemetery at Pecos lie the bodies of two of my good old friends. They were rich one time. W. D. Cowan, Bill Richardson. Henry Webb knew them. They died broke. The cemetery of broke cowmen was larger than that in Flanders Field. The price of cattle went up, commenced going up in 1926. Sitting in these galleries were men who would have loved to have testified to the fact that Jim Robison is an honest man; they were many of my friends, who have comfortable homes, who would have been broke if it had not been for the leniency that man showed in refraining from forfeiting their school lands even long before the Act of 1925 was enacted. Do you wonder that they love him?

What else did he do? Ah, it means nothing! The Legislature passed the relinquishment act. The Attorney General's Department tried to establish that it was unconstitutional, and fought it in the courts, and if the Attorney General's Department of Texas had been successful, aiding other citizens to bust up that which the Legislature had enacted, certain citizens now living in Austin had files that would have become attached to that soil, that would have taken up every patent of the oil fields in Texas located on public school land.

Hear Mr. Allen criticising Ira Yeates! Criticising Jim Robison for accepting $109 on that brief. Why, he said it was the fight of the Attorney General. That is true. And, thank God, he was fighting the battles of the men and women out in West Texas. If you do not believe, catechise Henry Webb, catechise Jim Henry, catechise Mr. Metcalfe, ask Roger Thurmond, ask any Representative from the West how they feel. Now, ask Brother Forbes about it.

Mr. Forbes: We know how they feel.

Mr. Moses: There has not been a tract of land in Robertson county adjudicated by the Land Office in fifty years, nor has there been in Wise. But to those counties where the Land Office has functioned, so far as it is concerned, a former member of this House, Rube Loftin, living within sixty miles of where Grady lived, if we had been permitted to use him, would have testified as to what the people think about him in Clay county. Haven't I been up there in court? Rube and I have been trying a case up there, had two trials since January, since the original investigation started, I have been to Dalhart, in court, way up there in John White's district. Gentlemen, you can name any district where Jim Robison, by virtue of his office, has had to do with the public lands, and they tell you the same story.

During the time he has been Land Commissioner, there have been brought against the Commissioner two hundred to three hundred mandamus proceedings in the Supreme Court of Texas, because he wouldn't do something that the applicant in that particular case wanted him to do; and in every instance except, I believe, six, this man, who they say is a crook and should be branded with disgrace, was sustained by the Supreme Court. With all the vacancies—and, you know those were

suits to establish vacancies, trying to require him to sell school land claimed by somebody else,—not one syllable of testimony had been introduced here to show a crooked or fraudulent act on the part of my friend. Isn't that worth something, when they brand him as a crook? And little Bob Allen knows about it, because in Dallas county there has not been a tract of land adjudicated in perhaps sixty years, where he has lived all the days of his life. He knows as little about the Land Office—and that is no reflection on him—as I know about the Labor Department, and I have never had any occasion to come in contact with it. Yes, ask the people back home.

You can do what you will with him. He might have been a little careless. So have I; don't endorse my own conduct for the last forty-eight hours. (Laughter.) I will just break down and tell you the truth when I can safely do it. Now, those who are perfect, those who wouldn't accept it, if they were holding office and some friend wanted to give them a hat, as they have given them to me, you can thrust all these things aside.

Now, here he is, in the evening of his life. Disgrace him; you can if you will. And let me say this to Bob—I asked him to come up here, I told him I was going to talk about him, I saw him at noon down at the Austin Hotel, and I will say it to him through you: He may be able to persuade a grand jury in Travis county, or in Bexar county, to indict him; but if they do, I will be there by his side and I will stay with him until Hell freezes over, because I believe he is an honest man. With George Calhoun, known throughout the length and breadth of this State as one of the ablest district judges; with J. D. Moore, the former district attorney, judge of another court; with all of those facts known, as they were, by virtue of the Minor report, if they had regarded those acts that Mr. Allen charged as acts of embezzlement of public funds—if you don't know it, I do—they would have instructed their grand juries to investigate J. T. Robison, Land Commissioner; and Henry Brooks, as fine a young fellow, as promising a young man, as splendid a son as I have ever known—and, God bless him, his father was my friend, and was one of the greatest lawyers who ever lived in Austin—Victor Brooks; and with Lamar Seeligson, over at San Antonio, the son of Arthur Seeligson, with the district judges they have over there, with the knowledge they have of these transactions, if they had regarded them as criminal there would have been an investigation.

Disgrace him! What will happen to him? I told you at the beginning of this trial a little experience I had with a man—I will not go over it again—but I had a very touching letter from that man, an honest, upright district judge for twelve years, that touched the chords of my heart, thanking me for the reference to him. He is dying of a broken heart, an old man—less than two years older than I am—because of an injustice done him.

Gentlemen, I remember sitting up there in that gallery and hearing thirty-six years ago the bitter invectives hurled upon the head of the then Land Commissioner. I heard the House of Representatives say, "Away with him! Crucify him!" Tactics were used then that I thought were unfair. I sat up there, wishing there were something I could do. I don't know whether I have done anything here or not, but I have done my best. And, Gold help me, I couldn't do any less for my friend. Send him out there! Whether the Senate find him guilty or not, put the expression of sorrow on his good wife. And in a little while he will go the way of all flesh. His memory will live, thank God, in the section of the country that I know so well. And when he gets up to the Pearly Gates, and he is met there by Saint Peter—and he is a Christian man—he will say to him, "Jim, you never willingly thrust a thorn into the bosom of any man, never cast a shadow in the face of any woman, and never caused a smile to fade from the face of a little chlid. Enter thou into the House of the Lord."

Judge C. T. Freeman, of Sherman, Texas, for the Proponent: Mr. Chairman, Ladies and Gentlemen of the Committee—I have little time for preliminaries, and I am not going to indulge in any unnecessary prefatory remarks. Permit me to say, however, that I join the other counsel who have addressed you in expressing appreciation of the kindness shown in counsel throughout this investigation. I have no patience with flattery, and trust I may never approach those whom I want to address in that way; but I think I may be permitted to say that I have confidence in and respect for the tribunal before which matter is being tried.

I have no inclination, if you will per-

mit me to say so, to ask any lady or gentleman of this Committee to go beyond the following of the tenderest dictates of your conscience. I have no desire to make this investigation personal. My acquaintance with the Commissioner has scarcely existed. I have known of him. I doubt if he remembered even who I am. My experience has taught me that a man who undertakes an inquiry of this kind animated by his personal feeling stands on an incorrect platform, and is never as effective as he can or ought to be. I have no unkind thing to say with reference to the Commissioner or his family or his friends.

The thing I would like to say to you, the thing that I do say to you, that this is a time for a just investigation and fair inquiry and courageous discharge of that which your duty prompts you to do. I ask you not to go beyond that But one of the attributes of citizenship in America and in Texas is the desire to know the right and the courage to do the right, regardless of how it affects persons. Texas is bigger than all its officers put together, and the public weal of this State rises above the interests of any man, however high his office may be, as the mountain does above the mole hill. If perchance the individual has placed himself, or has permitted himself to be placed in that situation that the public weal or welfare of the people of Texas requires that he be removed from office or disciplined, is there a gentleman or lady in this House who will say that it ought not to be done?

Then let us proceed orderly, carefully, conscientiously and with courage. Let us first review the rules under which we are acting here. Of course, it is easy to say that you are acting under the rules of law, under promptings of right, but let us review for a moment just what we are doing, the law by which we are governed, and the result we seek to obtain here.

The first gentleman who addressed you for the respondent took some positions in reference to the law that I think require some notice from me in this closing argument. In the first place, he seeks to invoke a rule of criminal law, and some of the other gentlemen made the same mistake which can have no application here and that rule is the doctrine of reasonable doubt. To be sure, ladies and gentlemen, that applies to the final trial of a case, but I challenge them to find where it was ever applied to a grand jury investigation. Did you ever hear that official of your State, the district judge, charge his grand jury on that matter? I speak to the laymen. Of course, the lawyers know what the rule is. The rule in a grand jury inquiry is to find out whether or not there is sufficient testimony to make a judicial trial necessary and proper in the administration of justice; and nobody ever heard of the application of the doctrine of reasonable doubt until it was advocated here, as applied to a matter of this kind. I appeal to the lawyers of this House whether I am correct about that or not.

The second error my friend, Smith, fell into was this. He read some authorities from outside of the State, announcing a different doctrine from that announced by Mr. Allen. Mr. Allen told you this morning, told you candidly and told you clearly, that in the American Union the authorities are divided on the question of whether impeachment will lie for acts committed during a preceding term of office. Every case read by my friend, Mr. Smith, was on that doctrine, which has been repudiated in Texas. We are in Texas trying this matter, ladies and gentlemen, and the laws of Texas control. The laws of Texas were enunciated as far back as the Breckenridge case, and reaffirmed by Judge Morrow in the case cited by counsel. They were declared by the Supreme Court in the Ferguson case, and they were applied in the McGaughey and Ferguson impeachments, and that rule has never been changed in Texas.

If my friend, Smith, is correct, the people of Texas owe an apology to Jim Ferguson, because he was convicted on three different counts which arose during his first term of office, he being tried during his second; and if my friend, Smith, is correct, Jim Ferguson was wronged to that extent, and it ought to be righted. If he was wronged to that extent the able lawyers who represented him never did find it out, and the Supreme Court of Texas seemed to be entirely ignorant of it when they announced the doctrine in the Maddox-Ferguson case.

Now, the position taken by Mr. Smith was not stressed by other counsel. What is the rule? All this entire series of transactions, occurring from the time Mr. Robison was first inducted into office twenty-two or twenty-three years ago, up to the present time, are before you, and not condoned. That rule has been applied here, and it is the law here, and we are now seeking to inquire whether or not we will take the Commissioner over to the Senate, where they can invoke that doctrine of reasonable

doubt. In the very beginning of this thing it is the begging of the question, ladies and gentlemen, and you will so understand when you stop to think.

Now that much, so far as the law is concerned. Mr. Allen has been criticised for some of the things he said; and my friend, Smith, made as great an error in reference to the facts as he did in reference to the law when he said Mr. Allen contended that the offense for which Mr. Robison ought to be tried was bribery. You are wrong about that. His contention was that the offense was embezzlement and that it had been established by this testimony, and the doctrine of gifts, of which you spoke, was not in Colonel Allen's mind when he made that declaration. But I think I shall have more to say about that as I proceed further.

I cannot take time to answer all of the things they have said to you, but there is one more thing that my friend, Mr. Moses, said about Mr. Allen that I now take occasion to say a word about. By way of introduction, my friend said there were but two perfect men, and he was one, and the other was crucified. I want to call attention to the fact that personally I think the two meekest men were Moses of old, and not Moses of Texas, and myself. In fact, I claim to be the meekest man since Moses, whether there are others or not.

My friend Moses said you ought to test Bob Allen about the land laws of West Texas. I neither know nor care about that, but I want to apply that to my friend Moses in this: I want to paraphrase, in the name of God, my friend Moses, how little did you say about the testimony in this case, and how much did you say about individual matters not shown by the record here?

One of the defenses is that Robison is poor, that Robison is old, that he has some lawyers who are good fellows and sometimes take a drink, and that Robison is careless, and things like that. That is very entertaining on the part of my friend Moses, but I ask you, ladies and gentlemen of the Committee, how instructive that is, in a serious matter of this kind, where the interests of Texas, on the one hand, and the welfare and comfort of the Commissioner of the General Land Office, on the other, are involved?

I appeal to the members of this House who are lawyers, and ask you if you ever heard a man who could testify more glibly, when not under oath, than my friend Moses can about something that has nothing in the world to do with the investigation? He is an able lawyer, an adroit one. He is a dangerous adversary, and he knows just the same as all of you who ever practice law know that sometimes the further away you can get from the inquiry the more you can cause the other fellow to lay off your client.

Lest I forget it, I hold in my hand a letter, not introduced in evidence, but introduced in argument. I want to ask you a little bit about it. The criticism is made here that Colonel Allen said in the opening address that he didn't give a continental about whether this was a public or private fund. I want to pursue that just a little bit further and apply it to this letter I have in my hand. If there is one thing in this world that is established in this inquiry here it is that the Commissioner of the General Land Office had not one penny interest in the one cent per acre fund. Why do I say that? Why, the statutes of this State make that manifest; but, if that is not sufficient, the Commissioner swore to it, and everybody knows it, whether anybody swore to it or not.

What is a private fund? To emphasize what is a private fund, I ask you what is a public fund? Take the two together. If it was money belonging to the Commissioner it was a private fund. I say, whether it belonged ultimately to the State of Texas or to the landowners in West Texas who had contributed it, it ought to have been in the official care and custody of the Commissioner as such. It was entrusted to him as Commissioner of the General Land Office, and as Commissioner of the General Land Office it was his duty to keep it and expend it, and as Commissioner of the General Land Office, ladies and gentlemen, he was responsible for it; and any fund that comes into the hands of an official as such for that purpose ceases to be a private fund, and becomes ipso facto and at once a public fund.

But I don't care whether you call it or denominate it a public fund or a trust fund, nobody can deny that it was a fund for which he was responsible and for the use of which he ought to have been able to account.

Now what is this letter? These gentlemen quote from the statute of 1925. The part of it in question is: "And the remainder, if any, shall be deposited in the State Treasury to the credit of the general revenue." Get that. "And the remainder, if any, shall be by him deposited in the State Treasury to the credit of the general revenue." We will

not debate whether there was a remainder or not, because there was. That is established here. From the eighteenth day of June, 1925, when the Act of 1925 became effective, until the twenty-seventh day of October, 1926, the remainder which afterwards developed belonged to the State of Texas. True, it was not then subject to deposit in the State Treasury, but unless the law had been changed that was its only lawful destination.

The other act reads: "And the remainder, if any, shall be returned pro rata to those by whom it was paid into the General Land Office." It was not his fund. It was not his money. It was under his control and in his possession as an official, as Commissioner of the General Land Office. What difference does it make, ladies and gentlemen of the Committee, whether he held it for the Treasury of the State or whether he held it for the private individuals in West Texas, who would come into possession of it ultimately? If it is right to appropriate money belonging to the people of West Texas, without their consent, it would be right to appropriate money belonging to the State of Texas, without lawful authority. That is what Colonel Allen meant.

But now, further, they make this explanation here, and finally say: "As we view the matter, the Commissioner could not have at any time between June, 1925, and the time of the amendment of 1926, deposited any of this fund in the State Treasury, because under the language of the statute it is clear that no deposit of any part of this fund in the Treasury was intended until the entire revaluation was completed and the aggregate expense of the revaluation ascertained."

Nobody questions that proposition of law. Nobody can question it, and nobody representing the House in this investigation has ever said anything that even squinted at a contrary view to that.

Now the final conclusion: "After a careful consideration of the statutes, we are of the opinion that the State of Texas does not now, and never has had any interest in the one cent per acre fund."

Now that can be so construed as to do no violence to the law. As they explained above, there never was a time when the State Treasurer had the right to possess it. It never was determined as long as the 1925 act was effective what interest or what amount he had to return to the State Treasury. Then they continue in words that nobody could dispute: "That no part of this fund could lawfully be paid into the State Treasury, and that accordingly, and for these reasons as here explained, the fund is not a public fund." Not a public fund when? Why, the letter is dated the twenty-first day of June, 1929, but the revaluation was closed some time ago, and of course the State as such has no interest in it now.

But it is, nevertheless, in his official custody, that part of it, if any, which he has, and is still a trust fund. It is still a fund that he has no interest in, and still a fund that he had no right to use for any other purpose except that which is provided by law.

Now, let me ask you a question: Suppose the Commissioner of the General Land Office, on the first day of February, 1926, had taken his departure to the pearly gates, and had that conversation that Moses says he is going to have some time, and this money had been in the attitude the record reflects here, how in the name of God would the Treasurer of the State of Texas get that money? The Commissioner was broke, and there was no record kept of it, and nobody knew how much it was; and if he had taken his eternal flight way out beyond the stars toward the ecliptic of the sun, and had shaken hands with St. Peter, on that day in February, and held the conversation detailed by Prophet Moses, I ask you where, in the name of God, the Treasury of the State of Texas would come in on the deal? That much for that.

Now, my friend Smith asks a question I want to answer. They all smile fetchingly and look pleased with themselves, and then look over at Allen like they think he and I are fools because we said anything about this row with the University of Texas, the Regents and the Attorney General; and my friend Smith says, in his bland smiles here, why inject that issue here? I can dispose of that just as well one time as another, and I have but little to say about it.

What is the crux, if you please, of this University matter? Upon what does the controversy and the result of the thing finally turn? I ask you to say if I am not right when I make the statement that it all revolves around the one act of the Commissioner of the General Land Office in refusing to postpone for sale the lands described in the Price letter. They say that the courts have upheld him. But if that advertisement of sale,

or that sale, had been postponed, as the others were, until after the Legislature could meet, the court would have sustained the injunction entirely.

Sometimes you do an act, it may be an individual act, it may be an official act, it may be a religious act, that you never, never can revoke. The only act that a sinner can never revoke is the commission of the unpardonable sin, two seconds before he dies. If I have a controversy with my neighbor about whether I owe him one thousand or two thousand dollars, and we get together in an effort to adjust, settle and compromise, and I sign my note for a thousand dollars, he has got me stuck, if he can get a thousand dollars out of me by execution, because I never, never can revoke that act, a knowing, unconditional and deliberate act, executed on sufficient consideration. I just cannot do it.

And when my friend Moses was distinguishing himself and I speak it respectfully, because he did distinguish himself, as a prosecutor in that district he served so honorably and so well, sometimes he made an election that the court would hold him to forever and a day. That illustrates the proposition I want to get before you. The court simply held that when the Commissioner of the General Land Office advertised the Price-described lands for sale on the second of January, and then refused to postpone that sale, and let those bids be taken, that the law cannot revoke it. That is the trial judge's holding.

How could that have been prevented? The Attorney General said he had a right to postpone. The Governor, who is a lawyer himself, and a former Attorney General, said he had a right to postpone. Judge Batts, whom you have heard testify, said he had a right to postpone. Others took that view. Mr. Trueheart said that. And the Commissioner agreed that if they would give him an opinion—he says one thing about the opinion and they say another—I want to be fair to both sides on that—he would postpone.

But, as Mr. Trueheart told you, the trial court held that because the advertisement was not postponed, and the bids were received, that the minds of the parties had met in a contract, and vested rights had intervened that no court could take away. That is the controversy here. The Commissioner says that it was his mandatory duty to advertise that land for sale some time during the month of January. The Commissioner said that, once having advertised upon a specific demand which had been theretofore made by his friend Price in his presence, and after a conference with him, that it was irrevocable, something like the laws of the Medes and the Persians, something to the effect that Allen believed that. I don't know whether Allen knows much about the laws of the Medes and the Persians, but I know one gentleman, who is under investigation here, who believes that the dignity of the Commissioner of the General Land Office is as unchangeable as the laws of the Medes and the Persians and as sacred as the sigh of a soul forgiven. That is what his testimony discloses.

Now they say there is some doubt injected in this thing, doubt which would not have existed except for his view. He said he was discharging a mandatory duty. They said that the statute didn't apply. Batts says it, Moody says it, Pollard says it, Trueheart says it, the Regents of the University say it. It related to a policy that everybody agreed ought to be changed, but he was so firmly convinced that he just wouldn't do it at all.

Was that a proper or an improper attitude for the Commisioner of the General Land Office to take here? What is the result of it? That course of his, if upheld by the courts, and which could not be upheld by the courts, except by the arbitrary, unwarranted, and, I charge, capricious action he took. If it is upheld, the choice oil lands belonging to the University are being leased for the bonus that is stated here and one-eighth of the oil. And if Judge Batts' idea is right, and I guess he knows more about it than I do, and perhaps more than Mr. Robison; if he is correct about it, the difference between what those lands can be sold for and what they are getting under those circumstances, the difference is so much in excess of what it is now that the loss is staggering.

I charge that was a capricious act. I will leave you to draw your own conclusions about the motives that animated it.

Now I can reply to what both Senator Price and Mr. Moses said in one respect at this time. Senator Price said that some gentleman, I think in the House, who is interested in some ice cream establishment down at San Antonio—I don't know just what his connection is, but, anyway, some manufacturer of ice cream—passed out some ice cream as a

compliment or courtesy to the House. Now, Senator Price said that it was a trifling, sensible and proper incident. So do I. I agree about that. He seeks to invoke that principle as being a policy identical with that of the gifts involved in this transaction here.

Why, in the first place, the ice cream manufacturers of Texas have no special interest in any legislation, so far as I know. In the next place, I don't know how much it cost them to bring that stuff up here, but we will say ten cents for each member. I think they did it because they liked the House and as a kind of good fellowship stunt.

And one of them said Allen was the only man who walked this green footstool of God who thought it was wrong to take a drink; and my good friend says he has taken hats, and drinks, and suits of clothes when he was district attorney. I am not criticising him for that. But I will tell you one thing that Moses didn't confess, and never did, and never would, and he never told you that he would, and he never did accept a farm worth two thousand dollars from a man he had never seen before, who was putting on a farm or city development somewhere in West Texas, on a large tract of land out there.

I will tell you something else that Mr. Moses never did and that Mr. Price never did. They never accepted twenty-two hundred dollars in money as a payment to relieve them from anxiety and impending ruination, just because there was eighty dollars due on a Federal land note, and receive it from people out of appreciation of official relations.

They insist that when Jackson and all those other people brought in the money for Robison that the lands had already been reappraised. The Commissioner pointed out two or three instances of gentlemen who had made gifts that he had never had any business or official transactions with, and it is a trifle singular that they are both dead. Lee Bivins is dead, and West is dead. I take it if he could have named any living individual, he would have done so.

Then I draw a conclusion and submit it to you, that the Commissioner knew these gifts and bonuses, when they came after the revaluations, came from people on account of services he had rendered officially, and not because of personal relations. I challenge them, and I do Mr. Robison the credit to say, that they dare not put him on the basis of a street waif, an object of charity. A man who holds a State office is a member of a learned profession, and owns 160 acres of land, with a litle debt against it, is not in the class of the poor fellow who comes into town hobbling on one crutch, suffering from shell shock or from some other misfortune. He is not in the class of a man seeking charity in order to live. Those people of West Texas were not treating him as an object of charity and special bounty. It is not personal, because they did not know him, except officially, and not as a matter of charity; but it was solely and simply, ladies and gentlemen, because of the fact that he was and had been the Commissioner of the General Land Office of Texas; in face of the constitutional provision which says that he shall not receive directly or indirectly more than twenty-five hundred dollars per annum.

But there is another thing in reference to these gifts and gratuities that I have not discussed that I want to call your attention to; and it would have been very helpful to you, whether you signed the resolution or not, if Mr. Moses had talked to you something about Ira Yates and that matter, instead of talking about those human interest stories he told you, about how he galloped over the Plains on the Little Wichita when he was a cowboy.

I said to you that there was one thing in connection with these gifts and gratuities that counsel for the respondent has been as silent as the grave about, and that is the Ira Yates matter, except one of them did say Mr. Yates gave him a check for ninety dollars to pay for a brief. Now let me take up that Yates matter with you. Let's see about that for just a short time. Who is Ira Yates? Why, he is the fellow who has the property, the great Yates oil field was discovered on. The price of every square yard of land on that ranch took the elevator and became almost fabulous, I take it. Under those conditions certain gentleman down there in that country, or at least certain gentlemen who had knowledge of the conditions, concluded that there was some vacant land, unpatented land, that Yates didn't own. They sent a surveyor down there, and I got this from the Commissioner himself, his own testimony, to do some preliminary surveying to determine whether or not those vacancies were actually there.

On one day the Commissioner of the General Land Office, in his official capacity as such, and in the exercise of

the duties of that office, went to the Yates pasture, the Yates oil field, to get some information about these vacancies there. Whose duty was it to issue the patents if there was patentable lands there? It was the official duty of the Honorable J. T. Robison, as Commissioner of the General Land Office. He went over the ground, in company with Yates and others who had conflicting interests so far as the question of vacancy was concerned.

After that investigation and inspection had been made and while it was pending and undetermined, and while it was a proper and necessary matter for the Commissioner of the General Land Office to act upon they had a little joy ride down to the hotel at San Angelo, and while they were down there, under those circumstances, a check for $609.00 was written by Mr. Yates, given to and accepted by the Commissioner of the General Land Office. That was not after the act was done. That is not the kind of a cocktail that my friend Moses takes, nor a straw hat. It was $609.00 in money.

What became of it? The Commissioner says, and I think you can take his word on that, that he used it to pay for a brief he owed for and to pay Judge Batts a campaign bet. Now, tell me what in the name of God that had to do with his official act? He says, "Nothing." He says I am one of those sturdy individuals that have got enough confidence in myself, and enough ethical and moral standing to take a gift, and not be affected by it officially. Well, it is just too much for any man to risk. If that policy is approved by the people of Texas, if your judges on the bench while they are trying a lawsuit involving the rights of individuals can accept a gift from one of the litigants, while the case is pending, then his action is right. If you approve it in one case, approve it in the other. If you condemn it in the one case, what are you going to do about it in this?

Now they just keep making unfortunate and unhappy remarks. They slip out. Why, my friend Senator Price said that he had never made any effort to cover up anything. He didn't. Well, the legislative committee has been trying to find $32,000.00, and never have found it. If everything is opened and the books are all clear, that he who runs may read, I would like to find out where the $32,000.00 is.

But Mr. Moses says he is an awful careless man; that he didn't keep any checks of his own; and another one of them said, how strictly are you going to apply this rule? Well, that is for the Committee to determine; but I tell you, ladies and gentlemen of the Committee, that no man who is so negligent of the discharge of his official duties that he will take into his possession $69,000 to $72,000 in money, and never write down a scratch of a pencil or pen what becomes of it, and persist in that course for a series of years, and told you from the witness stand he never had any intention of keeping any record, is too negligent to serve as Commissioner of the General Land Office, or at least is negligent to the extent that the Senate of Texas ought to pass on the question.

But how strict shall the standard be? As long as I am careless about my own property, and nobody except my wife and baby suffers for my carelessness, it is perhaps an outrage, but it is a different proposition to that when a high official of this State, exercising one of the five executive offices of this State, is not strict enough to be able to give any account for that much money. How strict a standard shall we hold, and to how strict an accounting shall we hold him? You know, ladies and gentlemen of the Committee, we have abandoned kingcraft. There is no monarch who sits on a throne and exercises sovereign power. The people exercise the sovereign power, but how do they do it? They do it by delegating to certain citizens a certain portion of their power; and he who takes an office in Texas, or anywhere else in America, becomes the keeper in trust and responsibility for the exercise of a part of the sovereign power, and that protects us from the marauder and protects us in the exercise of life, liberty and the pursuit of happiness.

In olden days they used to guard their cities with walls, considered reasonably safe from attacks that were made in those days. On top of those walls, from place to place, they put towers, and they placed certain individuals in those towers, called watchmen of the towers. Upon the vigilance and the good judgment of the watchmen in the towers, the safety of the city depended. The officers of Texas, especially high executive State officers, are the watchmen on the towers, and they ought to be held to that degree of responsibility, cognizant with their duty.

How strictly will you hold the judges of your courts, your district attorneys, your sheriffs, the Governor, to the standard?

Mr. Storey: Mr. Speaker.

The Speaker: The gentleman from Wilbarger.

Mr. Storey: I move that the call of the House be extended until 7 o'clock.

The Speaker: Is the call seconded? The call is seconded. All in favor of the motion will say "Aye." Opposed "No." Vote "Aye" and "No." There being 89 "ayes" and 14 "noes," the call is extended to 7 o'clock. Judge Freeman, you will be given about four minutes additional time, on account of this interruption.

Judge Freeman: It doesn't interrupt me at all, Mr. Chairman.

Then I ask you, ladies and gentlemen of the Committee, how strict will you make the rules applicable to the Commissioner of the General Land Office? Now Senator Price quotes some Scripture. There is always a good lesson in a quotation from the Scriptures. Even my friend Moses and I, who, perhaps, although it is likely a shame, do not have any church connection, can profit by its teaching. Mr. Moses said, "By their fruit ye shall know them." I take it there will be no dissent on that question. There will be no dissent out of me. Let's see how it applies to the Commissioner of the General Land Office. The Commissioner of the General Land Office, before he started in 1925, was broke and threatened with bankruptcy. The years have gone by, and the fruit has been developing and growing in the meantime. He has been pursuing a certain course of conduct during the years in reference to this one cent per acre fund.

Now what shall the harvest be? In addition to a farm, and money, hospital treatment, and things of that kind, he tells us frankly that he expects the harvest to be more than $6700, $6700 in these returned checks. "By their fruits ye shall know them." He testified it is not his money, that he had no interest in it, but he at least kept it and used it as he would any other fund. "By their fruits ye shall know them."

And they have talked something about character and reputation. Now let us analyze that just a little while. Oh, character is just what the individual is. Reputation is what the individual is generally reputed to be. I know there is an old saying that you can fool all of the people some of the time, and fool some of the people all of the time, but you can't fool all of the people all of the time. But there have been men and women who have lived for years with the most splendid reputation it is possible for a man to achieve, and all at once some man who has been president of a bank or prominent in financial circles for years is reported to have absconded, and his idea is that he can repent in Canada. Some minister of the gospel, and you have heard of it in Texas, who was a power with his eloquence, and by his custom as well has been considered the Lord's own, elopes with his chorister. Did he get that way at once? No, no. It was in the man all the time, but some untoward circumstance just developed the real truth about it.

A few years ago I remember reading in the newspapers that somewhere in the Southern Seas there was a little island. The waters surrounded and caressed it, and tropical flowers bloomed upon it. A city had been established there, and the moon shone, and lovers cooed, and Christian men worshipped there. It was the island on which Mount Pelee was situated. People said Mount Pelee is a good mountain. It has been trusted and loved and relied upon so far back that the memory of man runneth not to the contrary. But on one fine occasion it began to spurt smoke and ashes and lurid flames, and a noise went out like the day of judgment had been ushered in on a frighted world, and the whole town lay in ruins, notwithstanding the former good reputation of Mount Pelee.

Now they say we didn't let them prove that he had a good reputation. What more do you want? I know what Mr. Moses said he wanted, but we admit it as a fact, and ask you to accept it as true, that up to the time these irregularities, if they are irregularities, came under discussion he had an ideal, excellent and splendid general reputation. Now my friend Moses complained about that because he says we didn't let the people of West Texas come in here and entertain you with the melody of their voices and the dart of their western eyes. In other words, that is the complaint he made, that we didn't permit you to hear their voices and look them in the eye, and he was depending on the tone of their voice and the glance of an eye as one of his propositions to arouse a reasonable doubt in the minds of this Committee and invoke the doctrine of reasonable doubt.

Now this one cent per acre fund, I want to talk about that a while. We had some experience in 1913, that is Texas did, I didn't know about it until recently, but we had some experience in 1913 in appraising lands. The present Commissioner of the General Land Office and two other gentlemen and a clerk

had entrusted to them the duty, and had a fund to pay them for revaluing that western land. In that instance there were three appraisers, hotel bills to pay for three, and in addition to that a clerk, and they had $7.50 a section to pay for it. And the present Commissioner of the General Land Office told you over his official signature that was three times as much as it would cost to do the appraising. Now, he said that. He says he said that.

He says now that it cost seven-tenths of $6.40, which they figured out to be $4.98. Why the difference? Oh, he said that was under different conditions. Well, it was the same land, and he said they traveled in automobiles, and there were four of them, and it cost them $2.50 a section. Now it cost $6.90, I believe it is, a section. Why? But with this precedent established here, with that declaration of his embalmed in the records, he admits it cost him seven mills an acre.

I will give you an illustration: Suppose a client of mine sends me to Austin from Sherman, and gives me $150.00 to pay expenses. I live at a high-price hotel, ride high-price busses, spend a good deal of money, and go back and hand him $10.00. He up and asks me for the items and wants to know if that is customary. Suppose it is a cold winter day up in North Texas, and I come back and have a $60.00 overcoat hanging on my arm; and my client happens to know that I am not worth six bits, broke, no credit, and no money except what he gave me; and I am wearing that overcoat around the streets of Sherman like an English lord, and he knows all that, don't you reckon he would like to ask me for the items of my bill?

Well, let's see about the general disposition manifested here. Let's try to get the mental viewpoint from his own testimony and his own declarations. Now I first begin here with two checks, one of them is dated—notice the dates, if you please—June 23, 1925. The check is payable to Barker Motor Company and is for $827.00, and is signed J. T. Robison Special. All right, Mr. Commissioner, what did you spend the $827.00 for? He remembers that. He tells you it was in buying and equipping a Ford car. He equipped it with everything that they could put on a Ford car, including a $78.00 life insurance premium that he paid for extra.

Well, Mr. Commissioner, you gave a good many checks to the Johnson Rubber Company. What was that for? Well, that was for tires and automobile accessories. All right. I now have in my hand a check dated June 24, 1925, payable to Johnson Rubber Company for $150.00, signed J. T. Robison Special. What is that for? I guess it was for rubber for those said tires. Tell me, Mr. Robison, if you had that Ford dressed up with everything that the Barker Motor Company could put on it, including an insurance policy, what were you doing getting tires and accessories for it the next day?

Now, I would like to know, and I think the ladies and gentlemen of this Committee would like to know, what in the name of God Almighty he could be doing equipping a Ford car that was bought and equipped on June 23rd with $115.00 worth of tires and accessories on the next day, June 24th. Tell me, do you think that sort of thing ought to be approved and established as a precedent in the State of Texas?

In 1913 the cost was $2.50 a section. In 1925 it is nearly twice that. The people of Texas, those landowners in Texas who seemed to be so partial to the Commissioner, I think would like to know why the difference, and why you can't tell us anything about it.

Is that a fair inquiry? Is that too strict a standard to apply to one of your executive officers? Do you, my friends of this Legislature, desire to establish that sort of a practice as the policy of this State?

But my friend Price, and I love that fellow, and I am going to say some nice things about him after a while if I have time, proposes that for just such patriotic, exemplary and praiseworthy things as these, the Legislature, at the conclusion of this procedure, should bring to this platform, knight on the spot, weave around his brow, the brow of this official, the laurels of a great hero. When Price wants to decorate and honor the great hero, and bedeck his brow with laurel wreaths, I would like to have the Senator and Commissioner Robison to tell me why in the world he got so much rubber the next day after he bought that Ford car.

Mr. Moses said Mr. Allen was unkind about that check of date October, 1925. Well, Moses does admit that Robison got a little careless. He does not agree with Price's idea of knighting him on the spot and canonizing him with the gods, and putting his name in the niche of fame. He thinks he ought to be spanked a little. They don't exactly agree on it.

But now this $1,000 check he gave out

on October 14, 1925, why he had just got back from San Antonio. And I sympathize with him in his illness. I take no pleasure in his misfortune or his suffering. But he was here recuperating, waiting to sufficiently recover to go to West Texas to take up this reappraisement. On the 14th day of October, sixteen days before he was able to go to work, the Commissioner draws a check out of this one cent per acre fund for $1,000. What did he do with the money, Mr. Commissioner? I don't know. I spent it for reappraising. You did? I thought you were down here trying to get well from that operation you had down there. What bank did you put it in? Oh, I don't know. What explanation can you make of it? Oh, just none, except I know I used it, all right; nothing wrong about it.

When J. H. Walker, chief clerk, drafted a check against that fund, he always marked on it what it was for, but there is no notation on this $1,000 check, ladies and gentlemen of this Committee. There is no mark in God Almighty's world to indicate what became of that $1,000. Now, that is my overcoat, Senator. I would like to have, and the people of Texas, I take it, would like to have specifications of the items on that.

They say, though, that when the people of Texas elected him as Commissioner of the General Land Office and entrusted him with the administration of the one cent per acre fund, that they gave him a life insurance policy and an accident insurance policy that would indemnify him against sickness, suffering, disease and death. I never heard of that before in my life. They don't put it in those words, but it is the same thing. He does say that he ate some hot tamales or something else out in West Texas, and it didn't agree with him, and unfortunately he got sick, and he came down to San Antonio from Del Rio, and when he thought he was going to die he gave his wife $1,000 to pay his funeral expenses.

What else did he say about it? He said he thought he got sick when he was out appraising lands, that maybe something he ate didn't agree with him, made him sick, and that the people ought to pay the bill. Ask nobody about it; kept no record. He said he didn't intend to keep any checks. He said he had no intention of keeping any checks of this fund. These just happened to hang over by accident. Then he intended to have that $1,000 for the purpose for which he intended and to have no check to show for it. That is the effect of this testimony.

All right. Let's go further than that. Now, if you will permit me, I will advise the grand jury just a few minutes about the Dr. Wooten check. Dr. Wooten was given a check for $300. I introduced Dr. Wooten and have proven before my grand jury that this check is given out of this special fund to Dr. Wooten for $300. I am advised that the gentleman who wrote that check claims that he had a right to pay out that money on doctors' bills on account of the illness he contracted while he was reappraising. But I asked the doctor what was that $300 for, and he said: "I charged Mr. Robison $100 for going down to see about him after he got sick out there, and then he owed me $200 on an old account, and I applied the balance on the old account."

All right. That was not the Commissioner's money. Gentlemen of the grand jury, I advise you, playing the part of the district attorney, that he had no lawful authority to use any part of that check for that purpose; but, if that is disputed, he had no right to pay an old debt of $200 with it. But my friend Moses says there must be a fraudulent intent. Well, when facts of that kind are established there is no lawyer in this House who ever practiced criminal law who does not know that fraudulent intent is presumed from the proof.

If you are prosecuting a fellow for disposing of mortgaged property, you prove that he gave the mortgage, sold the stuff, and did not pay the man he had given the mortgage to. Then you have to go further and prove the unlawful intent. But if I go to your house and steal an automobile and get away with it and sell it, or steal your money, and apply it on a debt I owe, the law itself would presume that is sufficient to establish fraudulent intent.

But Commissioner Robison and all of the reputation witnesses in West Texas cannot withdraw the element of fraud from that transaction. You gentlemen who are criminal lawyers in this House, and lawyers of any kind, and you who serve on grand juries and petit juries, I invoke your judgment if I do not correctly state the law. Not, Mr. Smith, bribery, but embezzlement of a public fund, fraudulent embezzlement.

They say we talk about little isolated checks. You know, they said that crime

is its own detector. I believe it was Mr. Smith who made that remark. Well, we have got these two $1,000 checks, we have got this $150 tire and rubber company check. They complain about the Grady Woodruff charges. We offered those things and the presiding judge excluded them. I think he was right. But they claimed the right to go into the Grady Woodruff charges after the presiding judge had forced us to abandon them, because they said it was sorter talked around and there was a good deal of ugly talk about it.

Do you know how far they pursued those Grady Woodruff charges? I will tell you how far they pursued them. We objected and the court allowed them to proceed over our objection, and when they got down to the Clyde Grover check, they quit the Grady Woodruff charges like a tramp does a wood pile. They were digging for oil and they struck salt water.

Mr. Woodruff: Mr. Chairman, I move that the call of the House be extended until this matter is finally disposed of.

The question was taken and the motion prevailed.

Judge Freeman: Now, my friend Senator Price, seems to think he has been mistreated in this matter. Well, I like that fellow, and I don't see how he has been mistreated. In the first place, it is a little bit general for lawyers in controversies of this kind to have a little pleasantry at the expense of the others. Colonel Allen didn't criticise Senator Price at all, and made no reference to him except in the most complimentary manner. Now I have always understood that there is one rule that obtains, and that when a gentleman, whether he be a doctor or a preacher or a lawyer or a hypnotist sits down in that chair and makes a witness out of himself, it becomes the right of counsel on both sides to discuss his testimony, and my question is, living some distance up in the sticks, just why he then is exempt from that ordinary rule?

The Senator seems to have the idea that somebody is criticising him. I want to disabuse his mind now, unless I have already; but he is so interwoven with this transaction by his testimony and otherwise that it is perfectly right and perfectly proper to say some things about it, not in criticism, but in development of those facts. Senator Price is a lawyer, and a good one. He assumed a duty to represent Gibson and Johnson and Renaud. When he took that employment, it became his duty to do everything he could in honor to complete the employment successfully in which he was engaged. What was the object of that employment? Why, to get some leases on some University lands in two of those Texas counties. At that time those lands had been examined by some gentlemen who were independent oil operators, but who happened to have $850,000 to put up as a deposit when they wanted those leases.

This controversy you have been reading about, and I have been reading about, and the Literary Digest has been full of it, about conserving oil, and a concerted effort on the part of industry to conserve oil, for their own protection, is a matter that we are all more or less familiar with. These fields in West Texas have been geologized and examined by others and the oil has gone spurting forth out there in places in a rich golden stream. It was discovered that the law of the State of Texas on the subject, to use Judge Batts' expression, as well as the judgment of this Legislature in repealing the law, was a foolish one. It was known by gentlemen well informed in the oil industry and by gentlemen well informed in legislative matters, that if those leases were not purchased before the Legislature met, the Legislature would bar the door. Senator Price, honorably, in my judgment, undertook to consummate the sale of those leases before the barn door was shut. He went to the Commissioner and conferred with him about it, and made what he called a specific demand.

From that time, from the time of his employment, until he quit this House of Representatives a few minutes ago, he has been constantly, honorably, effectively, but actually on that job, so far as I know. His interest and the interests of his clients are to get this thing closed. That has been developed here. But because of that, my friend, Senator Price, says that he has been mistreated by somebody. Nobody had said a word about him before he raised the question. I guess he was talking probably about Judge Batts. They say that there is big oil behind it. They say they are being persecuted. They say they are being victimized by trusts and ground into powder.

Well, suppose I had stolen a horse, and a fellow who is just out of the penitentiary, maybe escaped, catches me on that fizzle-tailed pony, and goes around to the sheriff's office and says here is

a fellow who has stolen a horse and I wish you would go and get him. They go to try me for horse stealing. What good does it do me to say that the fellow who told on me was a convict? I make the reply that if there are no improper motives here, and if the truth is being developed here, why does it make any difference?

I read somewhere these lines. I may not quote them exactly.

"Seize on truth where'er 'tis found,
On Christian or on heathen ground;
Among your friends, among your foes,
That plan's divine where'er it goes."

If the truth of this matter were that this inquiry started that way, which I deny, why does that justify the Commissioner in doing what he swears he did do?

There are a good many things I want to say to you, but I am not sure I will be able to conclude. The Commissioner says that Governor Moody and General Pollard said stop the sales, law or no law. He also said Judge Batts said that. Judge Batts denied it, and it becomes a question of veracity between those two. I don't think the Governor of this State would appreciate it if we would call him back here, the chief executive, and insult him in that way by asking him that question.

They say that if he got all this money, where is it? and they proclaim from the housetops that he is broke, owes money and has $50 in the bank. Ladies and gentlemen of the House, I want you to pardon me while I tell you a story that I think applies to that. In the Sunday School class the teacher said to the little boy: "Who was the mother of Moses?"

The little fellow spoke up right along and he said: "Pharaoh's daughter."

The teacher said: "No, she was not his mother. She only found him out there on the river."

The boy said: "Oh, shucks; that is what she said."

Now, who said the Commissioner is broke? He did. They say embezzlers wear diamonds. Well, a good many of them don't. If a fellow knows enough to get away with a big scheme like this, I leave it to you to say whether that is wrong or right. He has too much sense to do that.

Now, ladies and gentlemen of the Committee, I am going to submit the matter to you. Mr. Allen and I have carried a certain responsibility. We were invited in this thing at a very late date. We may not have discharged the duty as it should have been discharged; but I tell you we have done the best we can. We have reached a conclusion that we ought to advise the House to prefer articles of impeachment against the Land Commissioner. From the information we have been able to collect in the time we have had, from the investigation we have been able to make, we have given you the facts as fully and as fairly as we can. Ours to advise, ours to assist; then our responsibility ends.

Someone said during this proceeding that he would not ask a juror to convict any man unless he himself, if on that jury, would do that thing. I suggest to you that the public interest and welfare of the State of Texas requires a fair and impartial trial of this matter before a Senate court of impeachment, and having thus advised you, we leave the responsibility where we must leave it, and where we are glad to leave it, in your hands.

I thank you.

Mr. Purl of Dallas: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Purl: Mr. Chairman, I understand and we all know there is an amendment to the Stevenson resolution. Now, that we have had counsel on both sides speak, that amendment of mine is now useless and of no materiality; and I understand there are other members of the House who desire to send up some substitutes and some other amendments, and I do not care to have my amendment being in the way to clutter it up; so they can vote directly on that issue, with the understanding that other members might send up substitutes, with the Chair's permission, I would like the unanimous consent to withdraw my amendment.

The Speaker: The gentleman from Dallas asks unanimous consent to withdraw the amendment to the Stevenson resolution, which amendment is now useless because counsel have completed their arguments.

Mr. Johnson of Dimmit: An amendment, Mr. Speaker.

The Speaker: The gentleman from Dimmit sends up the following amendment to the original motion. The Clerk will read the amendment.

(The Clerk thereupon read the amendment offered by Mr. Johnson of Dimmit, as follows, towit):

Amend motion by striking out the last paragraph and insert the following: That after hearing the charges, the evidence and arguments of counsel, the Committee finds and reports that the attitude of said J. T. Robison toward the acceptance of gifts and gratuities as a State official, and the careless and indiscreet manner of his handling the one cent reappraisement fund deserves severe censure and reprimanding. The evidence is insufficient under the law to warrant impeachment charges thereon against the said J. T. Robison. Therefore, the Committee of the Whole recommends to the House that the charges preferred in this House against J. T. Robison be dismissed with this expression and reprimand for his violation of all standards of official and private property the State of Texas must uniformly and unqualifiedly demand of its State officials.

Mr. Kenyon of Galveston: Mr. Speaker. Point of order.

The Speaker: What is the point of order?

Mr. Kenyon: That under the law this House has no right to reprimand anyone. They could only in this case find guilty or not guilty. And I offer as a substitute proposition, form of an amendment to take the place of the original resolution and motion, and the motion I want to insist on is that under the Constitution and laws of Texas, this Committee or the House has no right conferred anywhere in the Constitution to recommend any public official. It could only pass on the guilt or innocence of that official.

Mr. Van Zandt: Point of order.

The Speaker: What is the point of order, Mr. Van Zandt.

Mr. Van Zandt: Mr. Speaker, we are operating under a charge now in the Committee of the Whole under a certain resolution adopted on June 6th. In that resolution it provides that the Committee of the Whole shall make such report or recommendation as within its judgment it deems necessary. (The reporter at this point could not hear what the speaker said.) Therefore, the amendment to the pending motion is out of order, for the reason—

Mr. Purl of Dallas: Mr. Chairman.

Mr. Kincaid of Foard: Mr. Chairman.

The Speaker: The gentleman from Foard.

Mr. Kincaid: Mr. Chairman, I don't understand that we are attempting impeachment proceedings at this time. We were just investigating and were going to make recommendations to the House, and we are doing it in the form of a resolution; and I understand that this body could be resolutions condemn whatever they want to, and make any sort of recommendations to the House that they see fit.

Mr. Purl: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Purl: I sincerely hope that the Chair will sustain the point of order. I don't think there is anything in the law of this land where a body of Representatives can reprimand any official. We are not down here for that. It never was intended that we should spend our time reprimanding any official. There is nothing in our statute to warrant it and I hope the gentleman will withdraw it. I think that this House should either impeach Mr. Robison or not impeach him, one way or the other, give him a clean bill of health or send him over to the Senate, and I hope the Speaker will rule out point of order, because there is nothing in law to support it.

Mr. Johnson of Dimmit: Mr. Speaker.

The Speaker: The gentleman from Dimmit.

Mr. Johnson: Mr. Speaker, and Members of the House—

Mr. Kenyon: Mr. Speaker, point of order. The gentleman said he wanted the floor on that, though we still have the right to speak.

The Speaker: Yes, sir, if it is the previous question, I take it any speaker can speak for it, Mr. Johnson. The Chair doesn't care for such discussion on it.

Mr. Johnson: Mr. Speaker and Members of the House—It is a great surprise to me to hear that any member of this body would raise his voice on the ground that we haven't the right to reprimand or censure any misconduct that might not reach the degree of crime, that would justify an impeachment. I can readily conceive how the proponents, or the defenders of Mr. Robison, when they feel that they are sure they have got a majority who will promptly exonerate him, I can conceive how they can come here and demand that we either exonerate him or that we impeach him; but to hear the men who are all doubtless in favor of impeachment, under the evidence in this case, contend that this body cannot adopt such resolution in its report as it sees fit, is indeed a surprise to me, and I submit it to the intelli-

gence of every member of this House that in the matter of the violation of the standards of honesty, integrity and official conduct that we cannot stand, that we will not countenance, but that will not reach the severity of crime that under the law will justify impeachment, I stand here and say that I believe there are three characters of minds in this House, there are three sets of minds; there are some minds that are ready to vote for impeachment; there are some minds that are ready to vote for exoneration; but I believe that there are a great number of minds who believe that under the law and evidence in this case, that if the evidence does not justify impeachment and his conduct falls far short of the acts of such officer in the performance of his duty and are the kind of actions that people of this State uniformly and unqualifiedly demand, I don't believe that the members of this House, if it is put to a vote, will say we cannot make such report as we see fit. I challenge any member who has made a point of order to point out a precedent upon which he bases his point. I believe, Mr. Speaker—just a minute—I believe that we are here at this moment confronted with a sacred duty, and I believe that every member of this body is going to perform that duty from an individual standpoint, as conscientiously as he can. I know that so far as within my lights and ability I have kept an open mind on this proceeding; I know that; he was my friend, but I kept an open mind. But I do not believe that he is wholly guiltless of misconduct. I believe that he has lost the highest standards of honesty, of probity of a man that he had one time had, but I do not believe that under the law and under the evidence that has been adduced on this trial, that any crime could be placed upon him that would justify the excessive punishment of impeachment.

Mr. Pope of Nueces: Mr. Speaker, will the gentleman yield?

The Speaker: Will the gentleman yield to the gentleman from Nueces?

Mr. Johnson: Yes.

Mr. Pope: Mr. Speaker and Members of the House—Now, the remarks of the gentleman from Dimmit clearly indicate the purpose for which he is offering this amendment to the original motion, which clearly shows that it is inconsistent with the original motion, and is in conflict both with the Constitution and with the rules of this House. Now, I am going to read to you the original motion, which is in this language, and there is no middle ground in it. Now, he admits that the evidence does not justify the pains and penalties of an impeachment; under the Constitution and under the law and under the rules of the original resolution we are to do just one thing, and that is to impeach or not impeach. And this is the substance of the amendment of those who agree with Mr. Johnson that impeachment is not in order and that the evidence does not show that the punishment or the severe penalties of impeachment should be administered. The language is:

"We, the undersigned, hereby make the following motion:

"That the Committee of the Whole House rise and report to the House that we have carefully considered the testimony presented in the matter of the charges against the Commissioner of the General Land Office and that the evidence submitted does not show the commission of high crimes and misdemeanors by the Commissioner of the General Land Office and does not show any matter which would warrant the penalties of impeachment."

And that is what Mr. Johnson submits; but there is but one penalty and that is impeachment. And if he seeks to offer a different penalty, then he contravenes both this rule of the House as well as the Constitution of Texas: Rule of the House No. 4, under Rule 20: "No motion or proposition on a subject different from that under consideration shall be admitted under color of amendment or a substitute of a motion or proposition under debate." Then Article 3, subdivision 30, Constitution: "No law shall be passed except by bill. No bill shall be so amended in its passage through the House as to change its original purpose." The same rule with reference to bills prevails with reference to motions. And on the proposition we have under consideration now, I submit further that the Constitution provides for impeachment and removal from office, and does not provide for the character of punishment submitted in the substitute offered by the gentleman from Dimmit. The Constitution says, both in Articles 1 and 2—that is, subdivisions 1 and 2, Article 15, and also in Article 25, or subdivision 25 of Article 4, that our only avenue is impeachment or no impeachment, that is the statute that we are proceeding under—impeachment or no impeachment. And now after going and hearing the evidence under the statute, and under the Constitution as to impeachment, you turn around now

and say that you will permit this man to offer a substitute here that you will put this man on a reprimand and that it will not constitute either acquittal or conviction. And I submit that the point of order is good and should be sustained. And in this connection, Mr. Speaker, I want to urge as a further reason why the point of order should be sustained, this House already has acted upon this very proposition, and the only way you could get that before the House is by way of a motion to reconsider the motion by which the censure was adopted heretofore, and it is now too late to amend that motion, and for that reason the point of order ought to be sustained.

The Speaker: I will ask the Reading Clerk to read the original motion.

(The Reading Clerk thereupon read the original motion, which has been copied on a preceding page and to which reference is here made.)

Mr. Pope: Mr. Speaker.

The Speaker: The gentleman from Nueces.

Mr. Pope: Mr. Speaker, I want to call the Speaker's attention further to the fact that this very identical motion herein, the substance of it, was in the Barnett motion, and I think that was voted down and it has been acted on by this session of the Legislature and cannot now be again considered.

The Speaker: I think a point of order was made and it was overruled.

Mr. Anderson of Bexar: Mr. Speaker, the point of order was introduced and defeated by a vote of 74 to forty some odd.

The Speaker: That is correct. Now, the original motion has been read, and now I will ask that the amendment be read.

(The Clerk thereupon read the amendment as follows, towit):

"Amend pending bill by striking out the last paragraph and insert the following: That after hearing the charges, the evidence, and argument of counsel, the Committee finds and reports that the attitude of said J. T. Robison towards the acceptance of gifts and gratuities as a State official, and the careless and indiscreet manner of his handling the one cent per acre reappraisement fund, deserves severe censure and reprimand. But that the evidence is insufficient under the law to warrant the voting of impeachment charges against said J. T. Robison.

"Therefore, the Committee of the Whole recommends to the House that the charges preferred in this House against J. T. Robison be dismissed with this expression of censure and reprimand for a violation of those standards of official and private property the State of Texas must uniformly and unqualifiedly demand from its State officers."

Judge Sinks: It seems to me, Mr. Speaker, that when we vote on a definite resolution involving censure, and vote it down, that you cannot under any guise or in any form bring that matter up again, that that is settled as to the censure part; otherwise, we could keep having amendments on the same identical subject. Furthermore, I believe that the point of order is well taken, although I don't care anything about those blamed rules much, anyhow—but I believe the point of order is well taken here in this case, that this is a question of impeachment or not impeachment. I don't believe that we could go ahead here and have a resolution of censure in lieu of the impeachment charges. I think he is entitled to have a vote on this resolution.

The Speaker: Well, I am ready to rule.

Mr. Williams of Travis: Point of order, Mr. Speaker, against this procedure. Hasn't the Chair announced that he is ready to rule?

The Speaker: Yes, sir.

Mr. Williams: Then is there any rule that requires this long suffering House to listen to arguments after the Chair has announced he is ready to rule? All this is out of order.

Mr. Keller of Dallas: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Keller: Ladies and gentlemen—

(Cries of "Rule!")

Mr. Keller: I submit that the Chair might be in error, just like I have seen the gentleman from Austin in error.

Mr. Williams: Never.

The Speaker: The Chair welcomes any statement with reference to this proposition. The Chair, of course, has his mind pretty well made up on this, but any argument that shows a new state of facts is always welcome.

Mr. Keller (opening remarks undistinguishable to the reporter): Therefore, Mr. Speaker, there can be but two questions. Although I was told a moment ago, I thought it was a good point of order, and now I think it is a bad point of order; I have read the law, and it seems it is one or the other. I say sustain the point of order.

Mr. Johnson of Dimmit: Mr. Speaker and members of the House: Just one

minute. I wish to call your attention to the fact that the Barnett resolution or motion was introduced pending the trial of the case; it was not introduced at the conclusion of the evidence and argument. If that resolution had been introduced at the conclusion of the evidence and argument, then it is certain that this amendment would be out of order; but I don't think that, it having come in the middle of the trial, that the ordinary rule of not being able to offer an amendment involving the same subject matter would apply. Many hours have gone by since that motion was made, much evidence and much argument have been introduced. With reference to Mr. Pope's reference to the censure given by this House when it accepted the report of the Investigation Committee, I wish to state that that was merely adopting the report. Now, if we, after hearing the evidence in this case and after having considered it throughout these days, should now here report "Not guilty," we then have wiped all former censure of this House off the book, and unless we can now be permitted to express what we believe about this case, it will be annulling what has been done before.

Mr. Webb of Ector: Mr. Chairman, if you have adopted the Barnett resolution, wouldn't that stop everything?

Mr. Johnson: And this motion wouldn't have been here.

(Cries of "Rule!")

Mr. Kenyon of Galveston: Mr. Chairman.

The Speaker: The gentleman from Galveston.

Mr. Kenyon: Mr. Chairman, I just want to lay before the gentleman one proposition. If he will show the Speaker or this House one particle of law under the Constitution of this State, or any statute of this State, or under the common law of England, which gives this House the right to do anything except say "Guilty" or "Not guilty," then I withdraw my motion.

(Cries of "Rule!")

Dr. Sherrill of Archer: Mr. Speaker.

The Speaker: Dr. Sherrill.

Dr. Sherrill: Parliamentary inquiry, Mr. Speaker.

The Speaker: State your parliamentary inquiry.

Dr. Sherrill: I want to ask this question: If the sentiment or the facts contained in the resolution, or the amendment to the resolution as introduced by Mr. Johnson, expresses the opinion of the majority of the members on this subject, and is there any method by which they can give expression to that sentiment?

The Speaker: Ladies and gentlemen of the Committee: In my mind, this amendment is perfectly germane, it is consistent, and I think the Committee of the Whole House has the right to give expression as indicated in this amendment. I regret to disagree with such able members of this Committee—whose opinions I respect very greatly; but it is my conscientious conviction that this amendment is perfectly proper. For that reason, the point of order is overruled.

Mr. Van Zandt of Grayson: Mr. Speaker.

The Speaker: The gentleman from Grayson.

Mr. Van Zandt: I want to send up a substitute to the pending amendment and original motion.

The Speaker: The Clerk will read the substitute.

(The Clerk thereupon read as follows):

"We move the adoption of the following report:

"To the Honorable W. S. Barron, Speaker of the House of Representatives—"

Mr. Young of Collingsworth: Point of order, that the amendment must be disposed of first.

The Speaker: I think the point of order is good.

Mr. Kenyon of Galveston: Mr. Speaker.

The Speaker: The gentleman from Galveston.

Mr. Kenyon: Mr. Speaker, I move to table the amendment to the original motion.

The Speaker: The gentleman from Galveston moves to table the amendment to the original motion. Let's vote promptly, ladies and gentlemen, please. Have all voted? There being 83 "yeas" and 36 "nays," the "yeas" have it.

(The vote to table the Van Zandt amendment was as follows):

Yeas—80.

Ackerman.	Chastain.
Adkins.	Coltrin.
Albritton.	Cox of Navarro.
Anderson.	Cox of Limestone.
Barnett.	DeWolfe.
Bateman.	Dunlap.
Beck.	Ewing.
Brooks.	Eickenroht.

Finn.
Gates.
Gerron.
Giles.
Graves of Williamson.
Graves of Erath.
Harman.
Harper.
Harrison.
Hefley.
Hines.
Hopkins.
Hornaday.
Johnson of Dimmit.
Johnson of Smith.
Johnson of Scurry.
Justiss.
Keller.
Kennedy.
Kenyon.
King.
Lee.
Lemens.
Long of Houston.
Long of Wichita.
Mankin.
Maynard.
McGill.
McKean.
Mehl.
Metcalfe.
Minor.
Moore.
Mullally.
Murphy.
Olsen.
Patterson.
Pavlica.
Pool.
Pope of Jones.
Pope of Nueces.
Reader.
Renfro.
Richardson.
Rogers.
Rountree.
Sanders.
Shelton.
Sherrill.
Simmons.
Sinks.
Stevenson.
Storey.
Strong.
Tarwater.
Thurmond.
Tillotson.
Turner.
Warwick.
Webb.
White.
Williams of Sabine.
Williams of Travis.
Woodall.
Young.

Nays—36.

Avis.
Baker.
Bounds.
Conway.
Davis.
Enderby.
Forbes.
Hardy.
Heaton.
Hogg.
Holder.
Keeton.
Kincaid.
Loy.
Mauritz.
McCombs.
Morse.
Negley.
Purl.
Savage.
Snelgrove.
Speck.
Stephens.
Thompson.
Van Zandt.
Walters.
Woodruff.

Paired.

Martin.

Absent.

Acker.
Baldwin.
Bond.
Bradley.
Brice.
Carpenter.
Cox of Lamar.
Duvall.
Finlay.
Fuchs.
Gilbert.
Harding.
Hubbard.
Jones.
Kayton.
Kemble.
Kinnear.
Land.
Marks.
McDonald.
Montgomery.
Mosely.
Nicholson.
O'Neill.
Palmer.
Petsch.
Prendergast.
Quinn.
Ray.
Reid.
Shaver.
Shipman.
Smith.
Veatch.
Waddell.
Wallace.
Wiggs.

Mr. Van Zandt: Mr. Speaker.

The Speaker: The gentleman from Grayson.

Mr. Van Zandt: I move a substitute to the original motion.

The Speaker: The gentleman from Van Zandt offers a substitute to the original motion. The Clerk will read the substitute.

(The Clerk thereupon read the substitute for the original motion, offered by Mr. Van Zandt, as follows):

"We move the adoption of the following report:

"To the Honorable W. S. Barron, Speaker of the House of Representatives:

"1. The House of Representatives, sitting as a Committee of the Whole, has conducted an investigation of the Commissioner of the General Land Office of the State of Texas, in accordance with a resolution introduced by Representative Van Zandt, and adopted on the 6th day of June, 1929, and beg to report as follows:

"2. We have examined numerous witnesses bearing upon the conduct of said office. Hon. J. T. Robison, Commissioner, together with his counsel, was present during the entire investigation and participated in the said investigation. After diligent inquiry and mature consideration of the evidence adduced on behalf of the Committee, and on behalf of the Commissioner, and after considering the argument of counsel on both sides, we find that the Hon. J. T. Robison, Commissioner of the General Land Office, has been guilty of palpable violations of the statutes of the State and of the public policy and good morals of the State as set forth in the said resolution, and that all the charges and irregularities referred to and set out in said resolution are fully sustained by the testimony and the said resolution is hereby referred to, presented herewith and made a part thereof . . ."

Mr. Keller of Dallas: Mr. Speaker.

The Speaker: The gentleman from Dallas.

Mr. Keller: Point of order. Mr. Speaker, the substitute motion, or resolution, as you desire to call it, is out of order, for the reason that the question

before the House is guilty or not guilty, and the particular form of impeachment charges are not supposed to be determined until after the guilt is established. If the Speaker wants the law on it, I have it in my hand. Mr. Speaker, our Constitution touches this matter, our statutes do not touch it, so we have to go back to our mother country, England, to get our law on it, and here it is (citing). Now, Mr. Speaker, that is just as plain as black and white.

The Speaker: Mr. Keller, won't you withhold the point of order until we are through with the reading of the substitute motion? Proceed with the reading.

(The Clerk thereupon proceeded with the reading of the substitute motion, as follows):

"4. We, therefore, believe that the best interest of the State would be subserved by removing the said Hon. J. T. Robison from the office of Commissioner of the General Land Office of the State of Texas, and that it is necessary to the public welfare that he be impeached as provided by the Constitution and laws of this State, to the end that he may be tried upon the impeachment charges established by testimony we have heard in said investigation.

"We further recommend that the following resolution be adopted by the House, viz:

"Be it resolved, by the House of Representatives of the State of Texas:

"First. That articles of impeachment be preferred against Hon. J. T. Robison, Commissioner of the General Land Office of the State of Texas, be impeached for high crimes and misdemeanors and for violation of the Constitution and laws of the State and his oath of office and the public policy of this State, as shown in the charges presented in the report of the Committee of the House of Representatives, sitting in Committee of the Whole, and such other charges as may be adopted by the House.

"Second. That a committee of nine members of the House of Representatives be appointed by the Speaker to impeach the said J. T. Robison, Commissioner of the General Land Office of the State of Texas, at bar of the Senate, and to state that articles of impeachment against him will be exhibited in due time and made good before the Senate, and to demand that the Senate take orders for the appearance of the said J. T. Robison to answer to the impeachment; and to prepare and report for approval by the House articles of impeachment, and upon approval by the House of the same, to present the same to the Senate and to act as a board of managers, together with counsel heretofore retained in the premises, to conduct the said impeachment.

"J. LEWIS THOMPSON,
"OLAN R. VAN ZANDT,
"J. J. LOY."

Mr. Pope of Nueces: I move that we table that resolution.

Mr. Van Zandt: Mr. Speaker, ladies and gentlemen of the House—(cries of "vote!")—I ask no courtesy of any man except that courtesy that I have always given, and that courtesy that is due in a respectful hearing. I am free to say that I was confronted during the progress of this investigation with a difficult problem. But now that the testimony is in and we have heard the argument of counsel, we have now in black and white before us the question of whether or not you believe or we believe, that the Commissioner of the General Land Office committed certain offenses, which are of sufficiently grave nature to demand impeachment charges, which will be presented and he will be tried before the Bar of the Senate. Now, I ask of you the courtesy of a hearing, the same courtesy that I give every member of the House when he is speaking. No one has paid more attention to the evidence than I have, and I defy anyone to stand up and contradict the allegation. I have listened intently and continuously since the first word was uttered, and I have not been away from the Bar except only when it was absolutely necessary, and then I only stayed away for as much time as was necessary for me to attend to certain matters, and I returned promptly; and I left the Bar of the House only when certain detail evidence was being presented before the House. Now, then, it is apparent that while a few members of this Committee have already and heretofore made up their minds fully upon the matter and are ready to convince themselves that the man in the General Land Office has committed no such offenses as would warrant impeachment, then, possibly, my remarks will not be directed to them. But the question is this—and I am a native born citizen of Texas, and have always been imbued with a patriotic love of my native State, where I have lived all my life, and adhered to the respect and adhered to the dignity of public office as a public trust; and under that conviction, I will

remind you that two years ago the welkin rang from the ends of the State, far and near, against malfeasance in office and for purity of purpose in public office by public officials, and under that atmosphere I was drafted to come to the Legislature.

I have served in this capacity for these two terms. It is with regret that the associations I have made and the friendships I have contracted here must be broken in an official way and that at the expiration of this term I must retire to private life, because I find the condition to exist that I cannot serve my people and serve myself at the same time without absolute embarrassment to myself personally and to my family. Being in the prime of life, I must look forward to the future and prepare for my children who are to come after me, that they may take advantage of the education that the State of Texas is so graciously offering them.

Now I come from a portion of the State that is neither east nor west. I make no boundaries of east or west. The east begins with me at El Paso and the west begins at Texarkana. I consider that the welfare of Texas is superior to that of any section, and that the purity of a state office is greater than any individual of Texas.

And under those conditions, I believe that the affairs of the General Land Office have been conducted in such manner that the public welfare of the State will no longer be administered to the best advantage of the entire State by the Commissioner of the General Land Office, and I believe that he is guilty of grave official misconduct that should not be condoned by us. If we do not take action when matters of this kind have been admitted on the witness stand, and under oath, it will warrant other officials under similar circumstances to do likewise. It will be inviting them to go into funds in their hands and using them for their own personal aggrandizement and personal advantage.

Now we are confronted with this fact, and this fact alone, that he has admitted under oath that he has received certain funds under the one cent per acre reappraisement act. Whether that be a private fund or a public fund, the persons sending in the money to him gave it to him, not by reason of the fact that he was J. T. Robison, but by reason of the fact that the person or persons owning the land desired to take advantage of the then existing law which allowed his lands to be reappraised. They transmitted and delivered that money to the Commissioner of the General Land Office, not as money going to J. T. Robison himself, but to Commissioner J. T. Robison, a public official, a man that the State of Texas and the people of Texas had for more than a quarter of a century honored in that position. And J. T. Robison used that fund, he admitted himself, for his own private use. He even bought silk stockings with the money.

The Speaker: The time has expired.

Mr. Purl: I move that his time be extended.

The Speaker: The gentleman from Dallas moves that the time be extended. All in favor say "yea." Opposed "nay." The "yeas" have it and the time is extended. The gentleman from Grayson.

Mr. Van Zandt: Mr. Chairman and ladies and gentlemen of the House, this is the first time within my tenure of office that the time has been extended for me, and for which courtesy I thank you.

But we are returning to the facts before us. Commissioner J. T. Robison has admitted that he has used this fund for his private use. Can we condone such an act on the part of a public official? There are other departments in this government that have public funds, as well as trust funds, in their possession. The Department of Banking has such a fund. The Department of Education has such a fund. The Department of Insurance has such a fund. The Treasury Department has such a fund. And but just a few years ago the entire guaranty fund of the State banks of Texas were in the hands of the State Treasurer in trust. They did not go into the hands of the State Treasurer as a man, but they were placed in his hands in trust. If we are to condone these acts of the Land Commissioner as not impeachable that would absolutely license every person in the State of Texas who is handling public funds to use them for his own private use and gain. Now the question before us is, do you believe those acts that he has committed in using those funds, be they public funds or be they private funds in his hands in trust, do you believe that is a condition we can condone?

I thank you, Mr. Chairman, for the courtesy extended me. It is not my disposition to force myself upon any assembly or any association of people or

any company. I am only speaking as an official of the State of Texas, in my representative capacity, and not in any personal attitude whatsoever. I have the highest regard for the services of the man who has served the people of Texas for the length of time that Mr. Robison has served.

I am convinced, and the experience I have gained during the last few days has confirmed my view, that the executive officers of the State of Texas are not receiving their just compensation. But the compensation is fixed by the Constitution, and has not so far been changed. Two years ago I endeavored to secure a constitutional amendment, and with the aid of other members of the House we secured its submission, and the people of Texas overwhelmingly rejected that amendment.

The compensation of the Commissioner of the General Land Office is twenty-five hundred dollars annually, and no more. When the Constitution says "and no more," it means no more. If the man is impoverished, and out of the salary he receives he is not able to lay up anything for his old age, I can't help that. I regret the situation that confronts him and has confronted him.

He has stated, and the evidence is undisputed, that there is $32,000.00 of this fund unaccounted for. Counsel, on the other hand, says where is this money? J. T. Robison is an official of the State of Texas, and the public should demand to know where that money is and where it went. Don't forget that, ladies and gentlemen. It is our constitutional right and our duty, as representatives in this Legislature, to demand to know where that money went. Counsel has ironically said that we had not found where that money went to. It is not our duty to find where it went to; but it is the duty of the Commissioner of the General Land Office, under his oath, the same oath that you and I took, and pointed our hands to God and swore that we would maintain and keep, that same oath said that he should perform the duties of his office impartially, and so far as he was able to keep a correct account of the money he received, and where it went to. But where is that $32,000.00? That is what I want to know. And the people of Texas are demanding to know where it went to.

I will venture this, that you will no more than get home until you will be confronted with this, that you voted to do a certain thing; that the record is this, and how can you justify your vote? That is what you will be confronted with two years from now.

You are here as the representatives of the people of the State of Texas to maintain the integrity of the Constitution that the people granted to you as a part of their sovereign law. I ask you to protect them in their sovereignty, and do not bring into disgrace that right and privilege you are today exercising in the form of a representative of the people. The people are demanding that, and you will have to account at the bar of justice wherein the people right all things, to the end that government of the people, for the people and by the people shall be forever maintained and go forward.

Mr. Pope of Nueces: Mr. Speaker.

The Speaker: The gentleman from Nueces.

Mr. Pope: I move to table the substitute motion.

(Cries of "Vote!")

The Speaker: The gentleman from Nueces moves to table the substitute. Those in favor of tabling the substitute will vote "yea," those opposed "nay." Vote promptly. Have all voted. There being 77 "yeas" and 34 "nays," the motion to table prevails.

(The vote on the motion to table the Van Zandt substitute was as follows):

Yeas—78.

Adkins.	Hubbard.
Albritton.	Johnson of Dimmit.
Anderson.	Johnson of Smith.
Barnett.	Johnson of Scurry.
Bateman.	Justiss.
Beck.	Keller.
Brooks.	Kennedy.
Chastain.	Kenyon.
Cox of Navarro.	Kincaid.
Cox of Lamar.	King.
DeWolfe.	Lee.
Dunlap.	Lemens.
Ewing.	Long of Houston.
Eickenroht.	Long of Wichita.
Finn.	Mankin.
Finlay.	McGill.
Gates.	McKean.
Gerron.	Mehl.
Giles.	Metcalfe.
Graves of Williamson.	Minor.
Graves of Erath.	Moore.
Harman.	Mullally.
Harper.	Murphy.
Hefley.	Olsen.
Hines.	Patterson.
Hornaday.	Pavlica.

Pope of Jones.
Pope of Nueces.
Reader.
Renfro.
Richardson.
Rogers.
Rountree.
Sanders.
Shelton.
Sherrill.
Shipman.
Simmons.
Sinks.
Stevenson.
Storey.
Strong.
Tarwater.
Thurmond.
Tillotson.
Turner.
Walters.
Warwick.
Webb.
White.
Williams of Travis.
Young.

Nays—36.

Avis.
Baker.
Bounds.
Brice.
Carpenter.
Coltrin.
Conway.
Cox of Limestone.
Davis.
Enderby.
Forbes.
Hardy.
Harrison.
Heaton.
Hogg.
Holder.
Keeton.
Loy.
Mauritz.
McCombs.
Morse.
Negley.
O'Neill.
Palmer.
Purl.
Savage.
Snelgrove.
Speck.
Stephens.
Thompson.
Van Zandt.
Veatch.
Wiggs.
Williams of Sabine.
Woodall.
Woodruff.

Paired.

Bradley.

Absent.

Acker.
Ackerman.
Baldwin.
Bond.
Duvall.
Fuchs.
Gilbert.
Harding.
Hopkins.
Jenkins.
Jones.
Kayton.
Kemble.
Kinnear.
Land.
Marks.
Martin.
Maynard.
McDonald.
Montgomery.
Mosely.
Nicholson.
Petsch.
Pool.
Prendergast.
Quinn.
Ray.
Shaver.
Smith.
Waddell.
Wallace.
Westbrook.
Williams of Hardin.

(Cries of "Vote!")

The Speaker: As many as favor the original motion offered by the gentleman from Kimble will vote "yea," all opposed "nay." Have you all voted? There being 80 "yeas" and 35 "nays," the motion is carried.

(The vote on the Stevenson resolution was as follows):

Yeas—80.

Adkins.
Albritton.
Anderson.
Barnett.
Bateman.
Beck.
Brooks.
Chastain.
Cox of Navarro.
Cox of Lamar.
DeWolfe.
Dunlap.
Ewing.
Eickenroht.
Finn.
Finlay.
Gates.
Gerron.
Giles.
Graves of Williamson.
Graves of Erath.
Harman.
Harper.
Hefley.
Hines.
Hopkins.
Hornaday.
Hubbard.
Johnson of Dimmit.
Johnson of Smith.
Johnson of Scurry.
Justiss.
Keller.
Kennedy.
Kenyon.
Kincaid.
King.
Lee.
Lemens.
Long of Houston.
Long of Wichita.
Mankin.
McGill.
McKean.
Mehl.
Metcalfe.
Minor.
Moore.
Mullally.
Murphy.
Olsen.
Patterson.
Pavlica.
Pool.
Pope of Jones.
Pope of Nueces.
Reader.
Renfro.
Richardson.
Rogers.
Rountree.
Sanders.
Shelton.
Sherrill.
Shipman.
Simmons.
Sinks.
Stevenson.
Storey.
Strong.
Tarwater.
Thurmond.
Tillotson.
Turner.
Warwick.
Webb.
White.
Williams of Travis.
Woodall.
Young.

Nays—37.

Avis.
Baker.
Bounds.
Brice.
Carpenter.
Coltrin.
Conway.
Cox of Limestone.
Davis.
Enderby.
Forbes.
Hardy.
Harrison.
Heaton.
Hogg.
Holder.
Loy.
Mauritz.
Maynard.
McCombs.
Morse.
Negley.
O'Neill.
Palmer.
Purl.
Quinn.
Savage.
Snelgrove.
Speck.
Stephens.
Thompson.
Van Zandt.
Veatch.
Walters.
Wiggs.
Woodruff.

Paired.

Bradley.
Martin.

Absent.

Acker.	Montgomery.
Ackerman.	Mosely.
Baldwin.	Nicholson.
Bond.	Petsch.
Duvall.	Prendergast.
Fuchs.	Ray.
Gilbert.	Reid.
Harding.	Shaver.
Jenkins.	Smith.
Jones.	Waddell.
Kayton.	Wallace.
Kemble.	Westbrook.
Kinnear.	Williams of Sabine.
Land.	Williams of Hardin.
Marks.	
McDonald.	

(In connection with the foregoing votes, the following documents were sent up to the Speaker):

Paired.

Gilbert (absent), who would vote "nay" on any charges which may be presented against the Land Commissioner, is paired with Martin (present), who would vote "yea."

It is understood that this is a general pair on all questions involving the proposed impeachment of Mr. Robison, and on motions to table and other parliamentary procedure, wherever Gilbert would vote "nay" Martin would vote "yea," or vice versa. The intent of the pair being that on any question where Martin would vote would be in favor of any question which tends to vote impeachment charges against the Land Commissioner, Gilbert is to be recorded as voting "nay." This pair is to stand until the proceedings are concluded unless both members parties hereto are present.

GILBERT,
MARTIN.

Reason for Not Voting.

Present and not voting for the reason that I have been absent during this hearing, serving on conference committees on the judiciary, departmental, eleemosynary and educational bills and other duties of the Appropriations Committee. I have heard but little of the evidence and feel that I am not sufficiently informed on the facts to vote.

WALLACE.

Reason for Vote.

I condemn some acts upon the part of the Land Commissioner and feel they are dangerous practices upon the part of public officials, but I do not think he is guilty of high crimes and misdemeanors to such an extent as to offer his conduct before the Legislature as impeachable practices.

GRAVES of Williamson.

Upon motion, duly made and seconded, the Committee adjourned sine die.

The State of Texas,
County of Travis.

We, H. D. Mahaffey, Hall Etter and Henry L. Gazley, the official, designated and employed court reporters, who took down in shorthand and transcribed the testimony adduced in the matter of charges made against the Hon. J. T. Robison, Commissioner of the General Land Office, in the House of Representatives of the State of Texas, at Austin, Texas, beginning on Tuesday, June 11, 1929, and ending on June 27, 1929, hereby certify that the above and foregoing 1697 pages of typewritten matter is a true and correct, full and complete, fair and impartial transcript of the said testimony adduced in such investigation, the arguments of counsel, and all matters pertaining to such investigation coming before the Committee of the Whole, to the best of our skill and ability.

H. D. MAHAFFEY,
HALL ETTER,
HENRY L. GAZLEY,

Official Reporters in the Matter of the Investigation of the Charges Filed against Hon. J. T. Robison, Commissioner of the General Land Office of Texas.