

THE CAUCASIAN.

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CLINTON, N. C., JUNE 5, 1890.

A STRONG ARGUMENT.

One of the Brainiest Citizens of the State, Defines his Position.

THE SUB-TREASURY BILL AND OTHER MATTERS.

In answer to a private letter from Col. John R. Beaman asking certain questions especially with reference to the Sub-Treasury Bill, Prof. B. F. Grady, writes the following letter, which we take the liberty of publishing without his knowledge or consent. It is as follows:—

My Dear Mr. Beaman: I have delayed answering the question in your letter received several days ago, because of a lack of time. My position as to the Sub-Treasury proposition of the Farmers' Alliance cannot be made clear to you nor defensible in myself without an explanation more or less elaborate.

You and I have always been strict constructionists of the "most stringent sort," but we have reached a point in our career as a people where strict construction does not meet the demands of the situation and, in my judgment, is not involved in the issue which has been joined.

Be patient with me, and I will explain. The government of the United States was created by the thirteen States to "establish justice, insure domestic tranquility, \* \* \* and secure the blessings of liberty to ourselves and our posterity." How far these purposes have been complied with by those who have been deputed to administer the government, we may judge from a consideration of a few facts:

The first Congress, without warrant in the constitution, saddled on the farmers and laboring people of the Union, at a time when the total population was about three millions, a debt of twenty one millions of dollars for the benefit of the commercial class in one section of the Union.

A standing law of the Union has always given a monopoly of the coastwise trade to domestic vessels, thus placing in the hands of the owners of these vessels the power to levy tribute on the farmers and laboring people. This has always been justified on the plea of patriotism, and from that standpoint may be defensible; but its effect has not been to establish justice.

With modifications now and then, legal power has been conferred, from the beginning, on the fishermen of the New England coast to draw out from the people's treasury moneys for which they have performed no service.

Equally without warrant in the constitution a system of encouraging domestic manufactures has robbed the farmers and laboring people for the benefit of a class, with consequences which I need not indicate.

An unjust and unconstitutional system of internal taxation has impoverished the toiling masses of the country. Do you ask why I think it unconstitutional? The tax on whiskey is an "excise" tax. Now an excise is a part out of a tax in kind—and certainly ninety cents a gallon cannot be a part of the value of a gallon of whiskey. Moreover the constitution declares that taxes shall be uniform throughout the United States, whereas this tax is not paid in prohibition States. Let each State tax its whiskey drinkers.

virtue," consistency. In this frame of mind I once favored the Blair bill, which, I afterwards opposed on other grounds. The position I now hold is to advocate any measure which may give the people of this country an opportunity to get even with those who have been the beneficiaries of the government. An income tax, although in its nature incapable of being "uniform," and therefore unconstitutional from the standpoint of the strict constructionist, is one of these measures, and has the merit, if it is a merit, of having been sustained by the Supreme court. The Sub-Treasury scheme of the Alliance is another; and, while it is objected to on the plea that it is not warranted by the constitution, the strict constructionist cannot deny the power of the government to remedy the evils which have been inflicted on the farmers and laboring people by that government. To undo a wrong can never be unconstitutional.

I need not cite precedents to justify the building of warehouses &c. The old United States Bank, the distillers' ware-houses, the loaning of public money to banks, disguised under the name of "deposits," the loaning of money to the Philadelphia Centennial committee, and to the various expositions, expansions and contractions of the currency by act of Congress; the donation of public money to the Pacific Mail steamship line, and other like subsidies; the donations of large sums annually to the widows of deceased Presidents and ex-Presidents—these may be cited as precedents for even the giving of money to the producers of raw material in this country. But we do not need precedents; we need simply to know that our position will tend to "establish justice," and rectify the wrongs of a century.

Revolutions never go backwards, and governments never peacefully go backwards, and your children and mine will not live long enough to see the government of the United States confined to its constitutional functions. Indeed I have no expectation that it ever will be. History does not so teach me. What, then, shall we do? Clearly it is our duty to arouse the people to rise up in their might and demand such legislation as will give them a share of the "blessings of liberty" intended for them by our forefathers. When this result is reached, it will be time to talk about the constitutionality of the Sub-Treasury scheme.

These are my views, and this is my purpose, unaltered by any of the long and short speeches raised by the plutocrats and their hired attorneys.

Yours for Justice,  
B. F. GRADY.

CONGRESSIONAL.

Mr. Editor—I see in your last issue a letter from some one signing "Cumberland," exposing tating on the merits of Col. W. J. Green, and putting him forward a candidate before the next Congressional Convention. Well, Col. Green is a gentleman, and made a good representative while in Congress—not a word to be said against him personally, but he has been honored twice to that high position, and as rotation seems to be the order of the day, we are certainly not lacking in material in this district. Yes, he was honored two terms, four years, for which services he received twenty thousand dollars. Now, I think, he and his friends should be satisfied. As for material, where is Boykin, Aycock, McLean, Gallaway, McIver, Stewart and Kerr, and a host of others fully capable. But I am a Boykin or Aycock man. Some say oh! they are lawyers; we want farmers. Well, McClammy claims to be a farmer. He has been honored twice and got his twenty thousand. B. F. Grady is frequently spoken of. He is certainly a brainy man, a gentleman, a scholar and one of the best posted men in the State, and one who would fill the position with credit and ability. Rev. Colin Shaw is mentioned also. He is as plucky as a game-cock, and as bold and fearless as a lion in the forest, and would stand up boldly for the interest of his constituents. I will here suggest a man for consideration, for the position, who is as eminent as any that I know of, and we have had, since the talented Waddell (who has no superior in this, or any other State), that man is John A. Bryan, of Duplin. He is a farmer veritably, and not in name only; he is a man obscure and modest, but firm. You can't find a man in the district better posted on the affairs of the government, and the statistics of the country. He can tell you fluently, the population, indebtedness, &c., of every State, as well as the government, and the general crookedness of the Congressional proceedings. All who know him thoroughly, will coincide with me in saying he is an honorable, conscientious, high-toned gentleman, a strict integrity, a Christian and strictly sober, never did drink liquor. We can't send a man there, that would stand more boldly and firmly against monopolies, combines,

trusts and protective tariff, he would stand square up for the farming and agricultural interests, (which supports the whole world). In fact I don't know of a man that I would do better to send to represent us the next Congress than John A. Bryan, of Duplin, if you are going in for a farmer that is practicable.

Mr. Bryan is not an aspirant. This is without his solicitation, knowledge or consent.

"HAYSEEDER" TAKES "K" TO TASK.

Mr. Editor: Senator Kerr's article on a Railroad commission in your issue of the 22nd nit, and his promise last week to answer your pertinent questions foreshadow what may be an interesting discussion, and, if you have no objection, I propose to put in a word.

Mr. K's display of legal learning was quite creditable to him but there was one omission which I regretted to see. He asserts that the "Supreme court of the United States has decided" (13 Wallace, 568) "that the State cannot tax the Wilmington and Weldon railroad," but omits to quote the language of the court. I infer from this that he quotes from memory, and I further infer from the fact that this decision was not published to stop the agitation during the last session of the General Assembly, that he has fallen into an error. If he will look up page 261 (Railroad Co. vs Reid) he will find the common sense decision that if a State grants a charter and stipulates that the corporation shall be taxed only at a certain rate or on a certain basis, the privilege cannot be revoked—only this and nothing more.

Now the Wilmington and Weldon road was exempted from taxation until the happening of a certain contingency. That contingency, it is alleged, happened long ago and still continues. Does the decision in Railroad company vs Reid tender the State powerless to tax this road, if the allegation is true? Mr. Kerr is too well versed in legal principles to maintain any such proposition.

Again: if this road has evaded taxation by any means, as the people generally believe, who is to expose its methods to the General Assembly and give that body the information on which it can constitutionally compel the road to bear its share of the burdens of government? Was not the investigating committee appointed by the last General Assembly, of which Mr. K. is a member, intended for such work as this? If it was not, the people are not striking in the dark when they demanded a Railroad commission. If it was, why have these long months been permitted to roll by without such an investigation of the affairs of this road as the people are entitled to expect? The charge should either be proved or disproved; and trusting that Mr. K. will urge his committee to ascertain the facts at an early day. I hereby promise to save him the trouble of hunting up witnesses by giving, through this paper the names of two or three parties who can throw a several-power-candle light on the question, if he will indicate his desire for such assistance.

This will be "business," and nothing less will satisfy.

A Forum of Public Opinion.

THE OPINION OF OUR READERS ON THE VARIOUS TOPICS OF THE DAY.

We offer this column to our readers in which to discuss topics of interest and profit to them.—Ed.

THE MONETIZATION OF LAND.

No. 5.

The National Economist, the official organ of the Alliance, says: "There are five methods by which the Government loans money to banks. (1) Upon depositing \$100,000 in bonds with the Government, the depositor is loaned \$90,000 or 90 per cent, on which the bank pays one-half of one per cent every six months, or one per cent per annum. (2) By depositing one million in bonds with the government, it will deposit with such depositor one million and one hundred thousand dollars in money without requiring any interest whatever. (3) By depositing large amounts with the disbursing officers in banks where it can be used, and upon which no interest is paid. (4) By manipulating the 5 per cent fund for the redemption of national bank notes, so the portion of one bank is held by another designated by the Secretary of the Treasury. (5) By having a postoffice account, the necessity or function of which cannot be clearly defined."

We made a statement in our last article that there was no earthly reason, except unjust legislation, why any man upon good security could not borrow money for not more than three per cent, and in view of the fact that banks very often are charged no interest at all, and when they pay interest to the government it is only at the rate of one per cent per annum—in view, we say, of this fact, can any one deny the truth of our statement? And if it is true, is not the national banking system which stands directly in the way of such a result the most monstrous evil that has ever oppressed any people. We think it is, and we are sure, that if once the people understand the oppressions that are put upon them by the money power they will not longer submit to it. If the newspapers would do their duty by instructing the people, such a system of organized robbery aided by law, could not survive a year longer. As it is, we look with confidence to its downfall in the near future. That powerful organization, the Alliance, has taken hold of the matter, and has caused to be brought forward in Congress the sub-treasury bill. This bill, if passed, will, we believe, do much good, but it does not go far enough. It doctors the bill and will doubtless help the wound some but the true idea is to kill the dog at once, by abolishing root and branch the national banking system. If the United States can supply money to the national banks at not more than one per cent per annum, why cannot the people get it for not more than three per cent? Why not allow the people, who are not flush in bonds like the Goulds and Vanderbilts, to organize a system of state banks, based upon land value, and thus secure the currency which they need as cheaply as the national banks? As matters now stand, any attempt to organize a system of State banks, such as we have suggested, must fail because the United States levies a tax upon such banks of ten per cent upon their circulation, for the very purpose of preventing the people from organizing them, thus protecting the national banks by a kind of internal tariff against State competition and by these means rendering it extremely difficult to obtain money by giving eight or ten per cent interest, when it should be plentiful and easy to obtain upon good security, for three per cent. The remedy is simple and easy, repeal the law taxing State banks. This can only be done by Congress, and the people should see to it that candidates are sound upon this question. How far the State Legislature can remedy the evils, by the issuance of interest or non interest bearing State bonds of small denominations, and legal tender for all debts due the citizens of the State, may discuss in some future article. Our present purpose is to show that Congress by proper legislation, which ought to be at least half as fair to the people as it is to the banks, can provide a system of currency, secured, not by gold or bonds piled up in treasury vaults, but based upon land, the foundation of everything that would be folly as safe and as well adapted to all the wants of the people, as that now supplied to them through the National banks, and which would be abundant and easy to obtain upon good security at not more than three per cent. If this plan of free banking made safe by the monetization of land, which we have explained and advocated in these articles,

"K's" ANSWER.

Mr. Editor: In your paper of week before last you asked "K" two questions, which, I will now proceed to answer in the order in which you ask them. Your first question is "Have the Railroads not the power to discriminate in favor of, or against any piece of property at their own sweet personal wills?" To this question I answer no, and for the information of your readers I will quote the law showing they cannot. See the Code Vol. I, Section 1963, which reads as follows:—

"It shall be unlawful for any railroad corporation operating in this State to charge for the transportation of any freight of any description over its road a greater amount as toll, or compensation than shall at the same time be charged by it for the transportation of an equal quantity of the same class of freight transported in the same direction over any portion of same railroad of equal distance, and any railroad company violating this section shall forfeit and pay the sum of two hundred dollars for each and every offense to any person suing for the same. Nothing in this chapter shall be taken in any manner as abridging the right of any railroad company from making special contracts with shippers of large quantities of freight, to be not less in quantity or bulk than one car load." In the year 1886 a case under this law was carried to the Supreme Court of North Carolina. The facts in the case were these. The Wilmington and Weldon R. R. carried ten tons of fertilizers from Wilmington to Rocky Mount for a man named Hines and also carried ten tons of fertilizers from Wilmington to Tarboro for a man named Battle and charged both men the same price whereas Tarboro is eighteen miles further from Wilmington than Rocky Mount.

Hines and Battle brought suit against the W. & W. Railroad under this law for two hundred dollars as the law says for a penalty—they obtained judgment against the Railroad for the two hundred dollars in the Superior Court and the Railroad appealed to the Supreme Court. See the 95 North Carolina Reports—page 431 for this decision. The Supreme Court in the case says:

It appears, that according to its current list of charges for carrying freight, the defendant charged for carrying fertilizers from Wilmington in this State, over its railroad, a distance of one hundred and thirty-seven miles, two dollars and fifty cents per ton, and at the same time, over the same railroad, for carrying a ton of the same class of freight, from the same place, over the same railroad, over the same part of its railroad, an equal distance, and thence over its branch road to Tarboro in this State, the greater distance of eighteen miles, and that it carried ten tons of fertilizers from Wilmington to Rocky Mount, ten tons of fertilizers, over the same railroad, a distance of twenty-five miles, and charged them the same, twenty-five dollars, and at the same time, it carried for R. H. Battle, from the same place, over its railroad, in the same direction, over its same railroad, a greater distance, to-wit, on hundred and fifty-five miles. In the ordinary course of business, this latter charge was for the whole distance, and not simply for a part of it ending at Tarboro. The presumption is, nothing to the contrary appearing, that the charge was for the whole distance. Hence it must be, that the defendant charged the plaintiff a greater amount as compensation for carrying ten tons of fertilizers, for the distance of one hundred and thirty-seven miles of its railroad, than it did at the same time charge R. H. Battle, for carrying an equal quantity of the same class of freight in the same direction and equal, in the same distance, over its same railroad; and so, also, the defendant charged the plaintiff for carrying ten tons of fertilizers one hundred and thirty-seven miles, over its road, and at the same time, charged R. H. Battle but the same amount, as compensation for carrying a like ton of fertilizers, in the same direction, over its same railroad, a greater distance, to-wit, on hundred and fifty-five miles. 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