

ANSWER TO THE CIRCULAR OF W. O. ELLIS.

FIRST. I was Robert Brewster's attorney in the case to which you allude six years ago.

SECOND. I never met J. R. Grace; he was alleged to have lived in Pennsylvania in 1887, and I had no occasion to meet him, as he came to me through my client, Robert Brewster, with whom he had money transactions.

THIRD. I was requested by my client, Mr. Robert Brewster, to collect rents on the buildings owned by him, and deposit the same with the Commercial National Bank of Houston to credit of Grace, which instructions were confirmed by a letter from Grace handed me by Mr. Brewster, and which letter I handed to the Commercial National Bank of Houston. From that letter I knew his signature, he drew checks with the same signature, and collected through that bank all said rents in 1887 and 1888.

FOURTH. I have seen a dozen signatures of J. R. Grace on letters, checks and notes, and all of them were uniform so far as I am aware. This in the years 1887 and 1888.

FIFTH. I did not conceive the character of J. R. Grace, nor send Robert Brewster to St. Louis, nor have him sign the name of Grace, nor advise him to go before the Clerk of the Circuit Court of St. Louis and swear to the answer in the name of Grace, and I believe the assertion that he did so, to be a foul slander upon a good man who has been the Grand Secretary of the Grand Chapter of Texas for thirty years, and is now too old to defend himself against your calumny.

SIXTH. The signature of Grace to the answer filed in Court was the same as that to the note, and to his letters and checks, so far as my judgment could ever detect. I did not know in 1888 that Grace did not exist, nor have any more reason to know so, than the existence of any man with whom my clients claim to deal.

SEVENTH. The note of Grace was never sent to the First National Bank at my request by Latham, Alexander & Co., and if sent there by them, it was without any authority from me.

EIGHTH. In the settlement with Goldthwaite & Ewing for a debt due by Brewster, (and not by Grace as you seem to suppose), a note of Hutcheson & Carrington for about \$2,800.00, was given that firm simply because in the sale of Brewster's property to pay his debts according to the decree in the case, Hutcheson & Carrington bought one of the stores sold by the sheriff, and this note and the cash payment of some \$6,000.00, represented their bid on the property bought, to which transaction Grace bore no relation whatever. This store, bought by Hutcheson & Carrington, was by them sold to Stedman & Barret, who still own the same, at \$9,000 of which Mr. Brewster was sole beneficiary.

NINTH. The settlement with Mr. Brewster was made by Mr. Carrington in my absence from the city, and we hold his receipt and acquittal in full. If he ever complained, or had ground to complain, we are not aware of it. I made a statement of this transaction four years ago, and I stand to the letter of that statement.

TENTH. In a letter to me you stated that you were in possession of evidence to prove your charges, consisting of a statement made by Brewster, and the affidavits of parties acquainted with the transaction. I now demand that you produce that statement of Brewster's, and those affidavits, or confess yourself a lying slanderer.

I now take leave of Mr. Ellis with the following

REMARKS TO THE PUBLIC.

FIRST. When the circular first appeared it was distributed over every precinct of Harris county, and my friends asked me to ignore the same, and permit the action of the Democracy of this county to answer that circular in their primaries, the result being that every precinct in the county sent a solid delegation for me, and the convention which met here on May 28th, sent a delegation to the Congressional Convention instructed for me without one dissenting vote. I come to the people of the district with that endorsement. I think it is due to you that you should know who Mr. Ellis is, and that you may inform yourself, I will give you his entire business associates, so far as I know them, since he lived in Houston, beginning over ten years ago, and I ask him if he can obtain a certificate of character from either of these associates.

FIRST. He was in co-partnership with Carson, Sewall & Co., who are still doing business here.

SECOND. His next business, as I recollect it, was as private banker. Mr. O. C. Drew, now cashier of the Planters & Mechanics National Bank, being his cashier and confidential man. As private banker he was connected with the Farmers Alliance in some way, resulting in serious litigation, the particulars of which, I do not know, but I refer you to constituents and members of that Order for better acquaintance with the gentleman.

THIRD. The next business with which he was connected was President of the Planters' and Mechanics' National Bank of Houston, for two months, which position he surrendered at the instance of the stockholders. The directors of that bank, of whom you can inquire, are R. B. Morris, A. J. Vick, S. L. Gohlman, R. E. C. Wilson and E. L. Coombs. I am prepared to stand by the report of any, or all of these gentlemen as to Mr. Ellis' character and standing. The occasion of this circular against me is, that in the suit of O. C. Drew vs. Sellers and Ellis, he (Ellis) was attached on the ground that he had taken advantage of O. C. Drew, his friend and cashier of the bank, and abstracted from its vaults five thousand dollars of stock hypothecated to pay a note on which he was endorser, and had disposed of the stock, leaving the note unpaid. He changed the venue of that case involving so grave a charge from the County of Harris, where he resided, on the ground that he could not obtain justice in this, (Harris) county. He likewise changed the venue of the case of Ellis vs. Bonnor, upon the same ground. He was expelled from the Cotton Exchange of Houston.

If, in the prosecution of your inquiries from any of the gentlemen with whom he has had business connections, or any good citizens of Harris county, they pronounce him worthy of credit or notice, I will reply to his further communications, but until so advised I shall treat him with the contempt he deserves in his present congenial calling of slander monger.

J. C. HUTCHESON.

I have carefully read the statement of Capt. Hutcheson, and the same corresponds exactly with the facts.

ROBT. BREWSTER.