

GEORGIA, LAMAR COUNTY:

My name is J. C. Collier, President of the Collier Manufacturing Company of Barnesville, Lamar county, Georgia, and under oath wish to state that I was President of the Collier Manufacturing Company in 1917, also 1918. I was the chief executive officer handling the up town office. Along in the spring of 1918 we received communications from the Depot Quartermaster's office of St. Louis asking for quotations for immediate delivery, also future delivery, on undershirts for the army. A little later we also received communications from the Depot Quartermaster's office at Atlanta. We knew that the war was coming on and I went up and talked with the officials personally, soliciting their business, as at that time we were all willing and anxious to help all we could in the World War. We knew that the United States of America was fixing to join the allies. I received a sample from the Depot Quartermaster's in Atlanta of the exact type of undershirt wanted, I returned to Barnesville and took the matter up with my son, Mr. D.C. Collier, who was Vice-President and General Superintendent of the mill. We decided we could make the shirts very successfully and immediately got our samples and submitted them to the Atlanta Quartermaster's office; the samples we submitted pleased the Atlanta Depot Quartermaster's office, we then sent on to our New York agents samples to be submitted to the Civilian Buying committee at their office on 16th Street, New York City. The army officials in Atlanta wished quick deliveries and suggested that we have Messrs Clift & Goodrich, the regular selling agents of the Collier Manufacturing Company to take the order and forward same on to the mill, as Clift & Goodrich had already

made a bond to the War Department and as the undershirts were wanted for the army quick; so we arranged to invoice same through Clift & Goodrich.

We did all negotiating direct with the War Department, first in St. Louis later in Atlanta, advising Messrs Clift & Goodrich of all the details and facts connected with the order.

I, then personally went on to New York City, called at the office of Clift & Goodrich and went with Mr. Goodrich up to the War department office on 16th street and secured the order. Mr. E. I. Goodrich of the Clift & Goodrich office was one of the civilian buying committee for the War Department.

The War Department owe the Collier Manufacturing Company for the merchandise manufactured for them.

We were in the War Department Forsyth Street office at Atlanta many times while manufacturing the army undershirts.

As Atlanta is only 56 miles away practically all of our negotiations were verbal. The contracts signed by Clift & Goodrich, for the reasons stated, but all stated that the undershirts were to be made in the plant of the Collier Manufacturing Company at Barnesville, and they were to be shipped by the Collier Manufacturing Company to the Depot Quartermaster's office in Atlanta.

The Collier Manufacturing Company personally OK'd the orders with War Department before the order was forwarded to the mill through the office of the Collier Manufacturing Company agents, Messrs Clift & Goodrich. In taking these orders I first stopped in Washington and contacted the War Department officials of the temporary building near the Washington monument and back to the Army & Navy building.

I was instructed by the officials in charge that the buying was being done by the civilian purchasing committee

on 16th Street, New York City. I immediately went on to New York City and made all arrangements for taking an order for 120,000 garments.

We delivered first class merchandise and from a delivery of 60,000 knit undershirts we had about 6 rejects after being examined by the U.S. Army inspectors.

We had been in the knit undershirt business for 20 years, had a highly trained expert organization and sold to the largest firms in America such as: Lord & Taylor, New York City, Marshall Field & Co., Chicago, Ill, Rice-Stix Dry Goods Co., Eli Walker Dry Goods Co., St. Louis, Mo. and others. That is the class of trade we had and we served the biggest trade satisfactorily.

We ere not allowed to ship out any merchandise except a bill of lading first being furnished by the War Department office in Atlanta, but were given instructions to make up the undershirts as fast as possible for shipping, and this we did.

Just after the victory of Chateau Thierry the War Department stopped sending us bills of lading so that we could ship out the undershirts that had been manufactured and that were being manufactured each day. We expected the Government to carry out their contracts with us, we had received three different orders from the government at different times, each order was 120,000 knit undershirts, or a total of 360,000. Along about September the government inspector slowed down and only inspected a few undershirts each day, they also became very technical, they gave us trouble. I made numerous trips to the civilian buying office on 16th street, New York City, my son also made two or three trips along at this time, urging the buying committee on 16th street to give instructions to the Quartermaster's Depot in Atlanta to give us shipping instructions for the merchandise that had been made, inspected

and ceased. The War Department buying committee on 16th street, New York City office, were experienced knit goods merchants, they represented the War Department down at Washington and was civilian, not soldiers, one was connected with Bliss Fabian & Company; C.C. Valentine & Company; William Islein & Company, New York City, also Carson, Pirie Scott & Company, Chicago, etc., they recommended purchases to the War Department down in Washington.

Finally, the mill became so congested with no shipping orders for the merchandise made up I went to Atlanta and also New York City and made another appeal to know why the War Department was not taking the merchandise made up for them. This trouble of non-delivery commenced the latter part of July 1918, and commenced to get very fierce in August. We would go to one Government official and they would refer us to another, we would go to Atlanta Quartermaster's office and he would refer us to Washington, we would go to Washington and the Army official there would refer us to New York City, or some other department in Washington. Finally, along in September 1918 the War Department withdrew the inspectors. Along in the last week of October 1918 I was sitting in the office of War Knit Goods Committee talking to Harry Jacobson, one of the civilian officers connected me with the committee, when a rumor went through the building that Germany had surrendered. Two weeks later, on November 11th, I realized the trouble we were into as to deliveries, the war was slowing down and I was doing my best to have the War Department in Atlanta take over the merchandise before the war was stopped. These undershirts did not suit the civilian trade as it was a short sleeve no button garment made to pull down over one's head, they were also light weight summer garments and there was no demand for them in the regular trade, as the garment did not suit for the retail store selling.

Major Burger of Bliss Fabian & Company was the chairman of this Civilian Buying Committee/^{and} Frankfoot of Chicago was his assistant. Finally Major Burger made a proposition to Mr. D. C. Collier which was confirmed by him to me over the telephone, that if we would allow cancellation of the unfilled portion of these War contracts that they would take all the manufactured merchandise off of our hands, would pay the same, also pay us for reasonable losses sustained thereon. This happened the latter part of September, we accepted Major Burger's proposition; we thought we had it arranged in a verbal way but could not get anything in writing. We then returned from New York City back to Atlanta, we struggled on through the fall of 1918 and the spring of 1919 trying to get the War Department to accept and carry out the verbal agreement we had made with Major Burger and with Frankfoote, another government official. Finally in 1919 we received notice to place our claim before the Judge Advocate in Washington.

Now I knew as a business man, that is I thought I knew, that the Judge Advocate would find some technical point to rule against us, and he did. On the original order it stated plainly that the knit undershirts were to be made by the Collier Manufacturing Company, Barnesville, Ga. and to be shipped direct by the Collier Manufacturing Company, this is what we stood on when we went into the courts in Washington after hearing the Judge Advocate's decision. Our agents, Messrs Clift & Goodrich had no interest in the order except to get a commission of 3% of all merchandise shipped, and they received their commission. Messrs Clift & Goodrich made supplementary agreements with the War Department without our knowing it, and also cancelled the original contract at the same time without our knowledge and we did not find this out until March 1919. The Army officer that received this cancellation of this contract from Clift & Goodrich was named Shaffer. There was no clause in this

supplemental contract other than it carried a cancellation of the original contract. At the time of the Cancellation Messrs Clift & Goodrich made three supplemental agreements dated October 18, 19 and 22, 1919 without our knowledge or instructions; all of these agreements were made by Clift & Goodrich without authority and without our knowledge or consent and our government owes us for this merchandise until this day. We have been trying for over twenty years to collect our money. Messrs Clift & Goodrich, without our knowledge, accepted cancellations of the Collier Manufacturing Company contracts to protect their contracts that their New York state Mills had with the War Department. Major Burger was not an Army officer, this was an honorary title given to him after he became buyer for the War Department. I knew Major Burger as a commercial man before the war, he was head of the Knit Goods department of Bliss, Fabian & Company of New York City.

He made the proposition that if the Collier Manufacturing Company would allow cancellation of the unfilled portion of the Army order that he would have the War department take all merchandise made up and pay for it, and reasonable damage made paid to us for special machinery and raw materials purchased to make up the Army orders. A few months after Mr. Burger admitted to me that there were tons of merchandise all over the country that the Army had no use for, this caused us to have to borrow a lots of money to help care for the enormous losses we sustained in accepting these Army orders. We bought much new machinery and changed about one-half of our plant so as to make up the Army undershirts, our losses reached around \$50,000.00 exclusive of interest, we also had many railroad trips to New York and Washington, hotel bills, etc. We did not agree to the modifications of the contracts made by Clift & Goodrich and had no knowledge of it.

We finally discovered down in Washington along in March about 1919 that Clift & Goodrich had agreed to cancellation of the contracts of the Collier Manufacturing Company, (allowing us to sustain the loss) in order to collect damages for their New York State Mills that they were personally interested in.

The War Department of the U.S. Government were due the Collier Manufacturing Company in October 1918, \$48,719.70.

Mr D. C. Collier will testify to all the facts connected with the handling of the war contracts by the Collier Manufacturing Company, dated March 7, 1918, No. 1164A for 120,000 garments, also dated May 6, 1918, No. 2848A for 120,000 garments, also dated June 6, 1918, No. 3735A for 120,000 garments. Mr. D. C. Collier was Vice-President of the Collier Manufacturing Company, General Manager, having charge of all manufacturing and all inside mill management.

We did not manufacture this merchandise for Clift & Goodrich but made the trade direct with Quartermaster in Atlanta, Ga., same was confirmed by the Civilian Buying committee for the War department on 16th Street, New York City, but as we had a contract with Clift & Goodrich as selling agents, Clift & Goodrich also had a bond made with the War department regarding contracts and likewise were to secure 3% commission on all merchandise shipped by the Collier Manufacturing Company, we had them to enter the order and accept same with the War Department.

I wish to call attention to the letter of Clift & Goodrich to J.C. Collier in New York dated May 14, 1919, and signed by Clift & Goodrich, also a letter dated March 20, 1919 from the Zone Supply officer signed by Wm Parker Jr., Second Lieutenant, Quartermasters Corps, Atlanta, Ga.

The battle of Chateau Thierry was July 15, 1918 and along in September and October 1918 the government stopped sending instructions to ship and left us helpless with all this raw material, etc.

Affiant is a man of _____ years of age, who is in feeble health and has undergone two operations in the last two or three years, and is recently recovering from an attack of "flu". Under these circumstances affiant does not feel physically able to attend in person upon the hearing of the bill for the relief of The Collier Manufacturing Company about to be heard before a sub-committee of the Senate Committee on Claims, and therefore undertakes to state in this affidavit the facts in connection with said claim so far as they come within his knowledge.

Sworn to and subscribed before me,
this _____ day of February 1941.
