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## AGREEMENT MADE

## AFTER SUIT FILED

In answer to Jim Ferguson's effort to belittle the victory won by Attorney General Dan Moody in the American Road Company suit, the Fort Worth Star-Telegram shows conclusively that the Road Company was paid in full for two coatings when only one had been made, and that the agreement to put on a second surfacing was not agreed to until after the Attorney General had filed suit against the Company. The reply of the Star-Telegram to Mr. Ferguson follows:

"Mr. Ferguson's main contention is that the 'contract' provided for two surfacings of the highways instead of one. 'Go back and read the contract,' he says in his statement, 'and see if the language is not so plain that even a farmer, though not a lawyer, can see that the State was entitled to a two-course treatment on these roads. This naturally brings to mind a few questions that the layman would like to have answered satisfactorily.

"If there was such a thing as a contract—and the testimony in the trial showed it nothing more than a gentleman's agreement—why didn't the State require a bond to insure its fulfillment?

Does Mr. Ferguson think it good business to award highway work totaling \$2,100,000 according to his own figures, without requiring bond to guarantee its performance?

"If the 'contract' did provide for a second surfacing of the roads why did the State pay the full price of 30 cents a square yard on all estimates, when it now claims the work was only half completed? What sort of business is it to pay a contractor in full when only half of his contract has been performed, and especially when there is no bond to protect any of it?

"If a second surfacing of all highways involved in the American road deals was provided for at the time it was made, why did the company pay out one cash dividend of \$200,000 and another of \$319,000? Is it the practice of contracting companies to pay out in dividends to their stockholders most of their receipts as they come in when they are confronted under their contracts with the necessity of doing the work over again?

"Had the American Road Company refused to resurface the highways how would the State have forced it to do so, when its total assets were only \$51,000 and the State had no bond of any character whatsoever?

"These are questions that will have to be answered before the public will be satisfied that the 'gentleman's' agreement provided for a second surfacing of the highways."