WEITZEL VERDICT

REVERSED

'NO AGREEMENT,' SAYS DECISION BY YORK; ASKING IS NO CRIME

Former San Diego City Councilman Weeps with Joy When Told of Appellate Body's Decision; Says He Doesn't Think He'll Be Tried Again

The district court of appeals in Los Angeles yesterday reversed the conviction of Harry K. Weitzel, former city councilman of San Diego, who was found guilty here Nov. 7 on two counts of bribery.

The decision, which was written by Justice York, held that while it is a crime for anyone to offer to bribe a councilman, it is not a crime under the California law for the councilman merely to ask for a bribe, unless he agrees to receive it, and that he cannot "agree" to receive it unless the other party intends to give it. This was one of the important points in the Weitzel trial.

The indictment on which Weitzel was tried charged that on June 20, 1923, he offered Ed Fletcher and Charles S. Stearn, the former a San Diego landowner, and the latter a bank official of Los Angeles, his vote for $100,000 in favor of purchasing for the city the Cuyamaca Water company, and that three days later he offered Fletcher, for $4000, to cast his vote in favor of ratifying the annexation of East San Diego to San Diego.

Weeps When Told Court Ruling

Weitzel wept with joy last evening when a Union reporter told him what the appellate court had decided.

The Associated Press drew an interesting corollary from the decision in its account sent out on the wires from Los Angeles last night. The dispatch started out as follows:

"It is not a crime for a city councilman to solicit a bribe and does not become a crime unless someone agrees to bribe him, the district court of appeals decided here today with an opinion by Justice York reversing the conviction of Harry K. Weitzel, former city councilman of San Diego, on two counts of bribery."

"We had before us no evidence of an 'agreement' to give and accept a bribe," said one of the judges of the appellate court who ruled that Councilman Weitzel had not been guilty of "agreeing to receive" bribes. "The evidence did not show that the other parties offered and that the official agreed to accept bribes—in fact there was no evidence of any kind of agreement or 'meeting of minds' necessary to consummate a bargain. Solicitation by a legislator of a bribe is not a crime under the statutes as amended by the legislature—there must be an 'agreement' on the one side to give and on the other to receive, before a crime is committed. The evidence shows that there was an entire lack of a promise or 'agreement' on the part of the others to pay a bribe, and it is apparent that it was only a one-sided proposition."

The only question before the appellate court, according to a statement made last night over long distance telephone to The Union, was a construction of the statutes, and the higher court took the opposite view from that entertained by Superior Court Judge Cabaniss of San Francisco, who presided in the trial of the case here.

EXPECTED JUSTICE

A reporter from The Union gave Weitzel the news of the appellate court decision last evening as he stepped from his automobile preparatory to parking it in the garage.

For a minute Weitzel stood as if dazed by a blow. Then, with tears flowing from his eyes, he remarked, "I knew justice would be done."

As Weitzel clambered unsteadily into his auto, a neighbor who had been informed of the decision rushed out to congratulate him, but said only one word before Weitzel said, "I knew you were right, but I was afraid. You told me right."

Inside the house Weitzel embraced his wife, and with tears flowing down his cheeks he kissed her as he told the "great news."

Mrs. Weitzel, with a catch in her voice, said: "I knew everything would turn out all right. It has been a hard fight and I'm glad we are through."

The former councilman then prepared a statement which was all he had to say to his friends in San Diego. It read:

"I only wish to most sincerely thank those many friends who have extended words of cheer and comfort during this terrible ordeal. My heart goes out to them. To those responsible for my trouble, I am sure the law of compensation will deal justly.

"HARRY K. WEITZEL."

While preparing his statement Weitzel was interrupted many times by the ringing of the telephone. Friends who had received the news were calling to extend their congratulations.

Former Councilman Weitzel said he did not intend ever again to enter politics in San Diego and that he was sure if his case comes up for a new trial it will be thrown out of court.

Ed F. Sample, who, with Clarence Harden, defended Weitzel before the superior court here, expressed his sentiments concerning the decision last night as follows:

ATTORNEY DELIGHTED

"Of course, I am delighted at the decision, but it is directly in line with what I always maintained. The law of California is plain on the point at issue, and that the appellate court ruled as it did is simply an affirmation of the fact as we presented it to the superior court here."

Chester C. Kemplay, district attorney, commenting on the decision of the appellate court last night, said:

"I was not surprised at the decision, for it is in accordance with my first views of the case.

"I advised the grand jury at the time that it was doubtful if we would be able to get to a jury with the case. However, after the decision rendered by the appellate court in a case involving a Los Angeles councilman whose name was Downs, I had rather expected an affirmance of the Weitzel case. The facts in the Downs case, however, showed an ostensible agreement with a feigned accomplice.

"I cannot decide what our future action in the case will be until we have had an opportunity of seeing the written opinion of the appellate court. However, I assume that we will ask for a hearing before the supreme court."

The further legal aspects of the case were explained last night as being as follows:

BINDING FOR THIRTY DAYS

The opinion of the appellate court will be binding for 30 days. Within 10 days after these 30 days the district attorney may ask for a hearing before the supreme court. If this is granted and the hearing held, two things may happen: The supreme court may uphold the appellate court, whereupon the case may be tried again—a procedure that is said to be very rare when the opinion of the appellate court is based upon a vital point—or, if the supreme court upholds the superior court, the decision of the superior court will stand."

The indictment and arrest of Harry K. Weitzel on July 7, 1925, provided a tremendous sensation in San Diego, where he had been a member of the common council for six years. He was indicted on four counts of bribery, but two of the counts were dismissed on demurrer and he went to trial on the remaining two Oct. 29 of last year. The case went to the jury Nov. 7 and after five hours' deliberation a verdict of guilty on both counts was returned.

Ed Fletcher of San Diego and Chas. P. Stearn of Los Angeles, then owners of the Cuyamaca water system, brought about the councilman's downfall. They charged that Weitzel had solicited bribes in return for his vote and influence in the council to bring about purchase by the city of the Cuyamaca system, negotiations for which then were pending. Fletcher testified that Weitzel had approached him and solicited a bribe of $100,000 for his support on the Cuyamaca purchase and an additional $4000 for his vote and influence on the East San Diego water situation.

ARRANGED MEETING

Fletcher arranged a meeting between Weitzel and Stearn in the latter's office in Los Angeles. A dictaphone had been installed and the conversation was listened to by Stearn, stenographer and Ed Fletcher, jr., who were concealed in an adjoining room

WEITZEL CONVICTION REVERSED BY DISTRICT COURT OF APPEALS

(Continued from Page 1)

and who testified in the trial.

Weitzel was convicted of "agreeing to receive" bribes, the two counts of the indictment charging that "as an executive officer" of the city he "asked and agreed" to accept bribes being dismissed on the contention of defense counsel that a city councilman is not an "executive" officer.

The councilman was arrested on a bench warrant July 7 following return of the indictment and was arraigned in superior court on that date, being released on bail. Demurrers to the indictment were presented July 10, and the court sustained the demurrer on two counts, but held the defendant for trial on the remaining two. The district attorney appealed July 20 from the ruling dismissing the two counts, but this appeal was dismissed in December by the appellate court.

Holding that local judges should not be called in to try the case, Gov. Richardson appointed Judge George H. Cabaniss, veteran San Francisco jurist, to conduct the trial, which started Oct. 29. The case was hard fought throughout. Attorneys Sample and Harden for the defense made a gallant fight for their client, while District Attorney Kemplay, assisted by Deputy Albert J. Lee, fought equally hard for conviction. The trial ended Nov. 7, when the jury, after deliberating five hours, returned a verdict of guilty.

Motion for a new trial was made Nov. 10 and when it was overruled, counsel for the defendant filed on Nov. 19 notice of the appeal which was decided yesterday. Nov. 19, Weitzel was brought before Judge Cabaniss and sentenced to state prison "for the term prescribed by law," the two sentences to run concurrently. The term is from one to 14 years.

Following Weitzel's conviction his colleagues on the city council declared his seat in that body vacant and elected a successor.

6 Towns Offer Debtor Reports In Westchester

Taxpayers Blamed for 1933 Default to County in Composite Study of Finances

Economy Plans Offered

Publication of Delinquent List May Precede Suits

Six of the ten Westchester County municipalities that are $4,564,694 in arrears on their 1933 taxes have had their financial condition surveyed by the National Municipal League, 309 East Thirty-Fourth Street, and the data adduced, together with proposed economy programs, have been submitted to the County Citizens Advisory Finance Committee, which is headed by Justice William F. Bleakley, of White Plains. The reports were filed by Mount Vernon, Yonkers, Greenburgh, Mount Pleasant, Cortlandt and Harrison.

The financial situation of these towns and cities is alike in that they all owe back state and county taxes to Westchester. The obligations range from $112,000, in the case of Greenburgh, to $887,000 in Mount Vernon and $1,516,000 in Yonkers. The Board of Supervisors last December authorized the County Treasurer, T. Darrington Semple, to bring legal action, if necessary, against those who did not pay up during the first six months of 1934.

These obligations to the county, moreover, are only a portion of the various municipal current or short-term obligations that are now outstanding. Thus the floating debt, in addition to what is owed the county, is approximately $10,000,000 in Yonkers; in Mount Vernon it is $1,303,000, with an additional $1,600,000 coming due in two years; in Greenburg it is $700,000; in Mount Pleasant, $186,000; in Cortlandt, $59,000, and in Harrison, $496,000.

The surveys lay the present plight of the financially embarrassed communities to their failure to effect anything like a normal collection of taxes, delinquencies being in the neighborhood of 30 per cent. There is an exception in the case of Cortlandt, where a collection of 95 per cent was achieved. Added to this was the fact that unusually heavy expenses were incurred for relief work, and the municipalities generally found themselves unable to sell their tax anticipation certificates. Heavy debts previously incurred by the county and its municipalities for public improvements are cited as the basic cause of their current fiscal woes.

"In general the condition of the Westchester County municipalities is serious but not desperate," said Dr. Thomas H. Reed, professor of political science at the University of Michigan, who directed the surveys. "There is no reason why, with moderately increased tax receipts, the situation cannot be faced successfully.

"In fact, it will be cheaper to face the situation straightforwardly now than to endeavor to evade it and face the consequences later."

Regarding the methods by which it is proposed to put the financially crippled towns and cities back on their feet, Dr. Reed said: [illegible]

"Salary reductions have been proposed in the operating budgets of the various municipalities ranging from 15 to 20 per cent, in addition to the [illegible]

[illegible]

essential services of government."

Throughout the analyses included in the reports delinquent taxpayers are blamed for precipitating the crisis, and it is made clear that they should be brought to account.

Publication of a list of the delinquents within thirty days unless they meet their obligations is recommended as one way of boosting collections, with legal action against those who do not respond to this treatment. Salary cuts of 15 per cent are recommended in all of the communities involved, in addition to such basic economies as the reduction of salaries of councilmen and justices of the peace in Mount Pleasant from $2,000 to $1,000 per year.

Mount Vernon is urged to consider seriously a plan to transfer public health service administration to the county, both as a means of relieving the city budget and because the same work "undoubtedly could be performed more economically" by the county health service. It is pointed out that such a step is possible under existing legislation.

SAN DIEGO HERALD 12-7-33

ROSSI EXPOSES DAM STEAL

Grand Jury Gets Story Of Alleged Hush

TYPHOID EPIDEMIC IN

COUNCILMAN THROWS PARTY IN LOS ANGELES TO CELEBRATE FINISH OF LABORS THAT WON'T HURT GAS COMPANY AT ALL

The most important, the most serious and the most devastating public statement made in San Diego in a score of blue moons was Councilman Dan Rossi's summary in the public press of last Wednesday of his testimony before the San Diego county grand jury with reference to El Capitan and insinuations made to him and Councilman Al Bennett that they could have plenty of money if they would "keep their mouths shut" about what was going on at the dam between the contractors and the then Inanic majority—Mayor John F. Forward, Jr., and Councilmen Charlie Anderson, Wayne Hood and Harry Warburton.

To refresh the minds of our readers concerning Rossi's statement, it follows in full:

"After reading accounts of my appearance before the San Diego county grand jury yesterday forenoon in the afternoon papers, to avoid any misapprehension as to my position with reference to these matters, I believe the facts presented by me demand further investigation by the grand jury.

"It has been made to appear that I welched on the statement which I made at Grant school. Nothing could be further from the truth. Neither have I attempted to whitewash anybody. My statements to the grand jury were explicit and definite. I believe they warrant the most serious consideration by that body.

To Save City $132,000

"I take my oath of office seriously and if I have assumed the burden of attempting to save the taxpayers of the city the $132,000 claimed by the contractors for stand-by charges, I feel that I will only be carrying out my oath of office. As for the statement that I am leaving town, there is absolutely no truth in that."

Readers of The Herald will remember that several weeks ago this newspaper started an expose of the very thing that Rossi has now brought before the grand jury. The first expose was that the hydraulic four did not want any publicity men Rossi, Bennett and Goodbody were not given even the courtesy of notification of this trip. When the hydraulic four returned, Savage was ordered to rescind his stop order on the work at El Capitan, and immediately thereafter the contractors announced that even if the stop order was rescinded they would not waive their action to collect stand-by charges which in some occult way they had figured at $132,000.

Several times after this the contractors made public their determination to collect this $132,000, and never once was there a squeak of protest from the hydraulic four or from the city attorney.

Then dirty rumors started to float around—without any denial from the hydraulic four. The Herald began a systematic investigation of these rumors and discovered that they were based upon very substantial fact.

The first and biggest fact was that the hydraulic four did not want any publicity they said could be substantiated.

When Rossi went before the grand jury, the hydraulis four believed that he would not have the guts to tell the truth. In this they were very badly mistaken. He had been challenged by Warburton in a resolution sponsored by our naturalized British representative of the Fourth district, who had asked the grand jury to institute an investigation of Rossi's charges. Now they are before the public as well as the grand jury, and it is up to that body to go the limit in probing what looks to be the biggest steal in the history of local water development.

And what is more, every new development in this scandal corroborates the Rossi charges. On Wednesday of this week, Councilman Anderson, himself a real estate dealer, took the San Diego Realty Board to El Capitan for [illegible] to the party were Anderson,

personal, petty and pilfering politics for themselves and themselves only, just so long may we expect inefficiency, corruption and undermining of the public interest.

To be robbed is bad in itself; to be informed in advance by the thief that he is going to rifle one's pockets is adding insult to injury. This is virtually what the so-called "hydraulic four" did when they entered into their unholy alliance with the El Capitan dam contractors and when they showed their colors by tacitly but steadfastly refusing to take a definite stand before the public against the contractors' repeated declarations that under no circumstances would they waive their right to sue the city for the $132,000 to which the way had been pointed by the hydraulic four.

The grand jury has the facts—let the people demand an answer. That answer must be the elimination of the hydraulic four from any further participation in the control of the destinies of the city of San

...ween the contractors and ...e manic majority—Mayor John F. Forward, Jr., and Councilmen Charlie Anderson, Wayne Hood and Harry Warburton.

To refresh the minds of our readers concerning Rossi's statement, it follows in full:

"After reading accounts of my appearance before the San Diego county grand jury yesterday forenoon in the afternoon papers, to avoid any misapprehension as to my position with reference to the construction of El Capitan dam, in the interest of the people and city of San Diego, I desire to make this presentation of the facts:

"Nov. 24 I stated publicly in Grant school that a certain party told me that if I would keep my mouth shut regarding the controversy between Hydraulic Engineer Savage and the contractors of El Capitan dam, there would be plenty of money in it for me.

Names Alleged Briber

"I was called by the grand jury Tuesday, following a request to that effect made to it by resolution of the city council, and repeated that statement there. In addition to that I told the grand jury the name of the man who made that offer to me.

"Furthermore, I told the grand jury that another councilman, whose name I gave to the grand jury, and who thereupon was called in, had told a number of prominent citizens in my presence that the same man who spoke to me had offered him a definite sum of money per month if he would stand with the contractors against the hydraulic engineer. I also gave the grand jury the names of the citizens in whose presence this statement was made by the councilman named.

"It is now up to the grand jury to go to the bottom of seriously and if I have assumed the burden of attempting to save the taxpayers of the city the $132,000 claimed by the contractors for stand-by charges, I feel that I will only be carrying out my oath of office. As for the statement that I am leaving town, there is absolutely no truth in that."

Readers of The Herald will remember that several weeks ago this newspaper started an expose of the very thing that Rossi has now brought before the grand jury. That expose was designed, as Rossi's work is designed, to save the taxpayers of this city $132,000 for so-called "stand-by charges" which the contractors at El Capitan expect to collect with the help of Forward, Anderson, Warburton and Hood—the very men who have been put into public office to protect the people, especially against contractors, and who have violated every canon of decency in opening the way for those contractors to collect stand-by charges from the city of San Diego.

Let us elaborate on the facts presented to the grand jury by Councilmen Rossi and Bennett. From authentic information in the hands of The Herald for a couple of months, the whole story—and the story which Rossi and Bennett told the grand jury—is about as follows:

As the first trip of the new city council to the dam after the last municipal elections, Hydraulic Engineer Savage had already started his attempt to make the contractors adhere to the specifications for the dam. On this trip the council, individually and collectively, promised to support Savage. On the next morning, however, that aggregation now named in decision "the hydraulic four," Forward, Anderson, Hood and Warburton, left secretly for El Capitan. Councilthe contractors made public their determination to collect this $132,000, and never once was there a squeak of protest from the hydraulic four or from the city attorney.

Then dirty rumors started to float around—without any denial from the hydraulic four. The Herald began a systematic investigation of these rumors and discovered that they were based upon very substantial fact.

The first and biggest fact was that the hydraulic four did not want any publicity about the stand-by charges. They knew that no one in the city believed that they were standing with the contractors just because they loved Messrs. Rohl & Connolly, and they had a deep suspicion that the public believed what they did love was the dough-re-mi that Rohl & Connolly would distribute if Rohl & Connolly got what they wanted, which was this $132,000 of good taxpayers' money that the hydraulic four obligingly wanted to give them, apparently because the hydraulic four knew that the contractors always remembered favors.

Now, what Councilmen Rossi and Bennett actually told the grand jury was that they had been offered money "to keep their mouths shut about El Capitan" by Councilman Charles E. Anderson, and that in the case of Bennett, Anderson had offered him the specific sum of $600 per month.

This statement has been made by Councilman Bennett in presence of a large number of witnesses, and it has been made at various and sundry times. Councilman Rossi has made the same statement—and it is unthinkable that any two men in the world would make damaging statements like this unless they were absolutely sure of their ground and knew that what

are before the public as well as the grand jury, and it is up to that body to go the limit in probing what looks to be the biggest steal in the history of local water development.

And what is more, every new development in this scandal corroborates the Rossi charges. On Wednesday of this week, Councilman Anderson, himself a real estate dealer, took the San Diego Realty Board to El Capitan for [illegible] to the party were Anderson, Warburton and Hood. Rossi and Bennett and Goodbody were not invited, nor did they attend. What Anderson, Hood and Warburton are doing is making political smoke for themselves. The conduct of the city has not been placed by the people in the hands of any individual or four-man clique, but with the council as a whole, and as long as Charlie Anderson and his gang are to be allowed to play

...ntractors' repeated declarations that under no circumstances would they waive their right to sue the city for the $132,000 to which the way had been pointed by the hydraulic four.

The grand jury has the facts—let the people demand an answer. That answer must be the elimination of the hydraulic four from any further participation in the control of the destinies of the city of San

JULIAN BANK DEAL DETAILED

Henry M. Robinson Explains Pacific-Southwest Connections With Financing

Henry M. Robinson, president of the First National Bank of Los Angeles, which is under process of merger with the Pacific-Southwest Trust and Savings Bank, in a detailed statement to stockholders of the two institutions yesterday explained his attitude and the policy of the banks regarding the Julian Petroleum Corporation and officers of the banks who were indicted for asserted participation in the pools.

His statement set forth the position of the First Securities Company and explained its dealings with the California Eastern Oil Company, a subsidiary of the Julian corporation, as strictly legal proceedings offered in good faith.

TELLS OF BEGINNING

"At the request of one of our important customers," he said, "the people in the Pacific-Southwest Trust and Savings Bank began the financing for the consolidation of certain oil properties. These properties were valuable and of greater value when combined. To this end they advanced certain funds which were amply secured by the properties. Neither of the banks nor the First Securities Company, nor any subsidiary, made loans on the stock of the Julian Petroleum Corporation, except in sporadic instances where shares of the corporation were included in the other collateral, but not on the strength of the shares of the Julian Petroleum Corporation.

"Later the First Securities Company began negotiations for permanent financing to consolidate the position of the California Eastern Oil Company, which was to acquire the properties mentioned. It obtained partners in the underwriting, which included not only the first mortgage bond issue, but certain debentures that were to be issued. The whole matter was conditioned on property values, audits of the companies, condition of titles, and on the assurance that the issued shares were as represented. These conditions were not met. For that reason the First Securities Company and its associates who were negotiating the underwriting, withdrew. This, briefly, outlines the connection of your institutions with the proposed financing of the California Eastern Oil Company and

(Continued on Page 2, Column 8)

CONFIDENCE IN OFFICERS

"I might add that as to the officers engaged in any pool operations, I am confident that no moral turpitude was involved. Especially in view of the fact that when the actual situation was developed these officers immediately paid to the receivers all profits that they had made out of these pools, although advised by their attorneys that the transaction was legal. As to why the officers of your banks have been singled out for this attack in the way of publicity and otherwise, to the exclusion of many others whose connection with the whole affair has certainly involved more serious acts than those of our officers and friends, remains to be discovered, but we expect and believe that in the near future the real facts in the situation will appear.

"The officers whose actions have been questioned have placed their resignations in the hands of the directors. The board of directors of both banks have joined in the statement that "these officers have been with this bank for many years and have always borne unblemished reputations and have our complete confidence. It is a cardinal principle of Americanism that every man is equal before the law and that no one, by virtue of wealth, position or condition, is entitled to any privilege or protection denied to his fellows. If these men are guilty, we join with the community in a demand that they be adequately punished. If they are innocent, they should be promptly exonerated. They, and all others similarly accused, are entitled to ask that the public suspend judgment, as we do, pending the findings of the court. This is our position today."

SWANSON UNDER BOND

The fifteen usury complaints which were to have been filed yesterday by Dr. E. J. Lickley, City Prosecutor, failed to materialize. According to the prosecutor the press of business made it impossible to complete the complaints which probably will be finished today or tomorrow and filed immediately. The suits will involve amounts totaling nearly $1,000,000, Lickley said.

It also was revealed yesterday that the Los Angeles Stock Exchange on July 20, last, reached a definite decision upon the request made by S. C. Lewis, resigned and indicted president of the Julian Petroleum Corporation, that the Exchange directors voice an opinion upon his proposed rehabilitation plan. In a letter under that date the directors pointed out that they had carefully considered the plan as outlined by Lewis, but felt that because of their position it would be unwise to take a stand on either side of the question. Consequently the board declined either to approve or disapprove the plan.

Axel Swanson, a New York representative of the Julian Petroleum Corporation, who was arrested in his New York office recently upon the Los Angeles indictment, yesterday was held in $10,000 bail, according to dispatches.

Swanson was brought before a magistrate in Tombs Court who fixed the bail at a figure deemed sufficient to guarantee his delivery to Los Angeles authorities seeking his extradition.

Swanson is asserted to have been connected with the overissue of stock of the Julian Petroleum Corporation which led to the indictment of more than fifty prominent Los Angeles men.

Today's Bible Text

THE HIGHEST ROCK—Hear my cry, O God; attend unto my prayer. From the end of the earth will I cry unto Thee: lead me to the rock that is higher than I. Psalm lxi:1, 2.

Los Angeles Times

Peggy Browne

ROBINSON TELLS JULIAN OIL DEAL

(Continued from First Page)

in no respect have your institutions done anything but constructive work.

TELLS OF $100,000 PAYMENT

"As to the charges being bandied about concerning your officers in this connection, I can say that if the participation of any of the officers of the Pacific-Southwest Trust and Savings Bank in the so-called pools is in question, it is their private affair, involving their own money, and has nothing to do with the bank's operations or the bank's resources.

"As to the charges made in respect to the payment of $100,000, I can say that this was asked for and paid, for the purpose of covering any expenditures that the First Securities Company or its wholly owned subsidiary, the Pacific Bond and Share Company might be called upon to pay for the services of either of these concerns in the event that the financing was not carried through. This was necessary and wise, as representations that had been made from time to time as to what could be done had failed to materialize. It is also shown by the fact that the First Securities Company and the Pacific Bond and Share Company already have been called upon to pay for engineering surveys, title searches, attorney's fees, audits and similar services, more than $60,000. In addition to these sums the expense of the work of the two concerns in endeavoring to obtain four partners for such underwriting.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 74 Folder: 3

Personal Memorabilia - Personal newspaper clippings - Miscellaneous